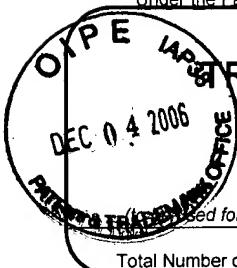


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# TRANSMITTAL FORM

(Not required for all correspondence after initial filing)

Total Number of Pages in This Submission

Application Number	09/198,087
Filing Date	November 23, 1998
First Named Inventor	Colvin et al.
Art Unit	NA
Examiner Name	NA
Attorney Docket Number	Quickie-001-PT

## ENCLOSURES (Check all that apply)

<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Change of Correspondence Address	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Terminal Disclaimer	
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application	<input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		
<b>Remarks</b>		
Enclosed is a SUPPLEMENT TO PETITION UNDER 1.1378, orginal PETITION was filed October 27, 2006		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Maier & Maier		
Signature			
Printed name	Timothy J. Maier		
Date	December 4, 2006	Reg. No.	51,986

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:

Signature			
Typed or printed name	Timothy J. Maier	Date	December 4, 2006

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

BEST AVAILABLE COPY



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:	U.S. Patent No.:	6,066,160
	Owner:	Quickie L.L.C.
Colvin <i>et al.</i>	Filed:	November 23, 1998
Appl. No. 09/198,087	Issued:	May 23, 2000
For: <b>Passive Knotless Suture</b> <b>Terminator For Use in Minimally</b> <b>Invasive Surgery and to Facilitate</b> <b>Standard Tissue Securing</b>	Art Unit:	3731

**Supplement to Petition Under 37 C.F.R. § 1.378(b)**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

The above-referenced patent expired for delayed payment of the first maintenance fee.

This supplement is filed to further show to the satisfaction of the Commissioner that the delay in payment of the first maintenance fee has been unavoidable to the Patent Owner, and that reasonable care was taken by the Patent Owner to insure that timely payment of the maintenance fee would be made.

A Declaration by Todd S. Sharinn, Esq., is being added to Exhibit 7 showing that he was an attorney at Pepe & Hazard, LLP, and was responsible for the '160 patent. Later, he left Pepe & Hazard, but continued to be responsible for the '160 patent as an attorney at Greenberg Traurig, LLP (Exhibit 8). Further, his responsibility for the '160 patent ended prior to the time period when the payment of a first maintenance fee was due. (See Exhibits 3 and 10, Revocation of Prior Powers of Attorney signed on the behalf of the Patent Owner, on March 4, 2003).

Also, a response from counsel for Greenberg Traurig, LLP, and associated documentation is being added to Exhibit 8 showing the transfer of responsibility from Pepe & Hazard, and Todd Sharrin, to Greenberg Traurig.

Further, new Exhibit 13 is added to provide relevant MPEP sections on filing amendments in a reexamination proceeding on an expired patent, and new Exhibit 14 is added showing that Robert E. Krebs of Thelen, Reid & Priest did errantly twice amend the original claims of the '160 patent during merged reexamination proceedings.

Furthermore, the only response received from Thelen, Reid & Priest is being added to Exhibit 10. This response includes an engagement letter for representation of the Patent Owner, dated July 3, 2001 for litigation services related to the Patent Owner's legal action against Medtronic, Inc. The response also includes: an index for patent prosecution files sent on September 28, 2006; a file transfer letter and index dated October 6, 2006; and a file transfer letter dated November 1, 2006; all of which were sent to Sterne, Kessler, Goldstein & Fox, PLLC. Additionally, the response contains a letter dated August 14, 2006 from Aubrey Galloway instructing Thelen, Reid & Priest to transfer responsibility for all matters relating to the Patent Owner to Sterne, Kessler, Goldstein & Fox. Thelen, Reid & Priest's response does not mention their responsibility to pay maintenance fees and does not include a copy of their docket records for the '160 patent maintenance fee payment.

Thelen, Reid & Priest was granted and held sole and full power in the '160 patent from March 4, 2003 through August 14, 2006 (Exhibits 3, 9 and 10). This period of time covered the time period up until May 23, 2004 for timely paying the first maintenance fee, and the entire two-year time period, starting from the date of the '160 patent's

expiration, to file a remedial Petition under the unintentional provision (37 CFR 1.378(c)); this two-year expiration period ending on May 24, 2006.

The actions and inactions of Thelen, Reid & Priest, Medtronic's Reexamination Requests, and even the USPTO, led the Patent Owner to believe that their '160 patent was viable. Not until July 23, 2006 did the Patent Owner first learn that their valuable '160 patent had expired.

Thelen, Reid & Priest erred by preparing and filing amendments to claims of the '160 patent in merged Reexamination Nos. 90/006460 & 90/007085 (Exhibit 14). The USPTO erred in accepting the January 11 and June 20, 2005 amendments to the claims of the '160 patent (See Exhibit 13). If the USPTO had properly dismissed the claim amendments, pursuant to MPEP 2250-III & 2234 (Exhibit 13), the Patent Owner would have been notified and made aware of the '160 patent's expiration, and under the unintentional provision, timely taken the proper remedial action well before the May 24, 2006 deadline date to reinstate the '160 patent. Thelen, Reid & Priest failed to discover and know that the '160 patent had expired when they prepared and filed amendments to the claims in reexamination (See Exhibit 14). It also appears that Thelen, Reid & Priest failed to docket the patent for payment of maintenance fees.

No such opportunity to be made aware of the '160 patent expiration was timely afforded to the Patent Owner and, thus, the failure to reinstate the '160 patent by May 24, 2006 was clearly unavoidable to the Patent Owner.

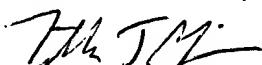
As to the "reasonable care" burden of the Patent Owner under 37 CFR 1.378(b), we submit that the Patent Owner fully executed such by continuously taking due care to acquire reputable and reliable legal services of law firms and attorneys to be fully responsible for, and fully represent their legal rights in, all post-issuance matters

concerning their valuable '160 patent property; which included litigation and Reexamination Proceedings conducted by the firm of Thelen, Reid & Priest.

The Patent Owner fully believed that their valuable legal rights in the '160 patent would be justly protected by the attorneys and law firm of Thelen, Reid & Priest, when the Patent Owner chose them for representation and executed the Power of Attorney dated March 4, 2003 (See Exhibit 9). Unfortunately, such did not occur and the Patent Owner was shocked to learn from another party on July 23, 2006 that their '160 patent had expired, which gravely prejudiced post-issuance litigation proceedings and negotiations.

This Supplement has been prepared and is filed with due care of the duty of diligence and has only been delayed by the acquisition of Declarations and other facts and evidence.

Respectfully submitted,  
MAIER & MAIER, PLLC

  
Timothy J. Maier

Date: December 1, 2006

c/o Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 N. Pitt St., Second Floor  
Alexandria, VA 22314 USA  
(703) 740 - 8322 x101



## (Amended) EXHIBIT LIST

1. ASSIGNMENT AND COPY OF US PATENT 6,066,160.
2. TIMELINE
3. EXHIBIT FOR '160 PATENT POWER OF ATTORNEY AND CORRESPONDENCE ADDRESS CHANGES OF RECORD IN USPTO
4. MEDTRONIC AGREEMENT 11/5/98
5. LITIGATION 2/13/02
6. PEPE & HAZARD FACTS
7. TODD SHARRIN FACTS
8. GREENBURG TRAURIG LLP FACTS
9. DECLARATION OF AUBREY GALLOWAY
10. THELEN REID & PRIEST FACTS
11. 1<sup>st</sup> REEXAMINATION PROCEEDING No. 90/006460 |  
2<sup>nd</sup> REEXAMINATION PROCEEDING No. 90/007085 |> Merged
12. COUNSEL'S INQUIRIES TO VARIOUS PARTIES
13. PTO RULES/MPEP 2250-III & 2234
14. COPIES SHOWING ROBERT E. KREBS OF THELEN REID & PRIEST ERRANTLY AMENDING THE ORIGINAL CLAIMS OF THE '160 PATENT DURING REEXAM PROCEEDINGS Nos: 90/007085 & 90/006460 (See Exhibit No. 13, '160 Patent expired 5-24-2004)



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**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

**Total Assignments: 1**Patent #: 6066160

Issue Dt: 05/23/2000

Application #: 09198087

Filing Dt: 11/23/1998

Inventors: STEPHEN COLVIN, EUGENE GROSSI, ALLAN KATZ

Title: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY AND TO FACILITATE STANDARD  
TISSUE SECURING

Assignment: 1

Reel/Frame: 009608/0640

Recorded: 11/23/1998

Pages: 5

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: COLVIN, STEPHEN

Exec Dt: 11/17/1998

GROSSI, EUGENE

Exec Dt: 11/17/1998

KATZ, ALLAN

Exec Dt: 11/17/1998

ODDO, PAUL

Exec Dt: 11/17/1998

Assignee: QUICKIE, LLC

ATTN: ALAN FELL

3 NEW YORK PLAZA

NEW YORK, NEW YORK 10004

Correspondent: PEPE &amp; HAZARD LLP

TODD S. SHARINN

GOODWIN SQUARE

225 ASYLUM STREET

HARTFORD, CT 06103

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1-91-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## To the Honorable Commissioner of Patents:

## 1. Name of conveying party(ies):

Stephen Colvin  
 Eugene Grossi  
 Allan Katz  
 Paul Oddo

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

- Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other \_\_\_\_\_

Execution Date: November 17, 1998

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: November 17, 1998

## A. Patent Application No.(s)

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Todd S. SharinnPepe & Hazard LLPGoodwin SquareStreet Address: 225 Asylum StreetCity: Hartford State: CT ZIP: 06103

## 6. Total number of applications and patents involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41)..... \$40.00 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

03-3356

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Todd S. Sharinn

Name of Person Signing  
12/01/1998 SHARINN 0000173 09198007

01 FC:561

40.00 IP

11/23/98

Date

Total number of pages comprising cover sheet: 5

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 Washington, D.C. 20231

PATENT  
 REEL: 9608 FRAME: 0640

A S S I G N M E N T

FOR GOOD AND VALUABLE CONSIDERATION, We, STEPHEN COLVIN, EUGENE GROSSI, ALLAN KATZ, and PAUL ODDO, of New York in the State of New York, New York in the State of New York, Freeport in the State of New York, and Freeport in the State of New York; respectively, do hereby sell, assign and transfer unto

QUICKIE, LLC

a company organized under the laws of the State of New York, and having an office at 3 New York Plaza, Attn: Alan Fall, New York, New York 10004, herein sometimes called "Assignee", the entire right, title and interest in and to our invention for the Improvement in a

PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE  
IN MINIMALLY INVASIVE SURGERY AND TO  
FACILITATE STANDARD TISSUE SECURING

as described and/or claimed in our application for Letters Patent of the United States of America, executed concurrently herewith, in and for the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted.

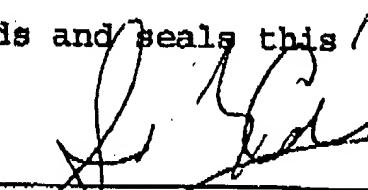
AND WE HEREBY AUTHORIZE Assignee to make application for and to receive Letters Patent for said invention in any of said countries in its own name, or in our name, at its election.

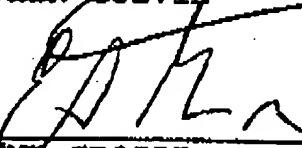
AND WE HEREBY COVENANT AND AGREE that we will execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and that we will, at any time, upon the request and at the expense of Assignee execute and deliver any testimony in any legal proceedings and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in Assignee, its successors, assigns or other legal representatives, and that we will, at any time, upon the request and at the expense of Assignee execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the issue of any Letters Patent to be granted thereon and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

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11/19/94-MAZ/H1

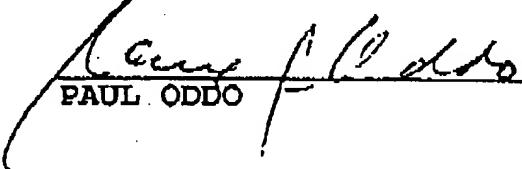
AND WE HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States for said invention or resulting from said application or any division or continuation thereof, to said QUICKIE, LLC as sole Assignee.

WITNESS our hands and seals this 17<sup>th</sup> day of NOVEMBER 1998.

  
STEPHEN COLVIN

  
EUGENE GROSSI

  
ALLAN KATZ

  
PAUL ODDO

## ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

On this 17<sup>th</sup> day of NOVEMBER, 1998, personally appeared before me STEPHEN COLVIN to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Joseph T. Minutello  
Notary Public

JOSEPH T. MINUTELLO  
Notary Public, State of New York  
No. 4899569  
Qualified in New York County  
Commission Expires 8/20/99

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

On this 17<sup>th</sup> day of NOVEMBER, 1998, personally appeared before me EUGENE GROSSI to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Joseph T. Minutello  
Notary Public

JOSEPH T. MINUTELLO  
Notary Public, State of New York  
No. 4838583  
Qualified in New York County  
Commission Expires 8/20/99

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

On this 17<sup>th</sup> day of NOVEMBER, 1998, personally appeared before me ALLAN KATZ to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Joseph T. Minutello  
Notary Public

JOSEPH T. MINUTELLO  
Notary Public, State of New York  
No. 4899569  
Qualified in New York County  
Commission Expires 8/20/99

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

On this 17<sup>th</sup> day of NOVEMBER, 1998, personally appeared before me PAUL ODDO to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

*Joseph T. Minutello*  
Notary Public

JOSEPH T. MINUTELLO  
Notary Public, State of New York  
No. 4898569  
Qualified in New York County  
Commission Expires

8/20/99,

JRF/29620/1/299254.1  
11/13/98-MAZ/H1

R009608/0640



US006066160A

**United States Patent [19]**

Colvin et al.

[11] Patent Number: **6,066,160**  
 [45] Date of Patent: **May 23, 2000**

[54] **PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY AND TO FACILITATE STANDARD TISSUE SECURING**

[75] Inventors: Stephen Colvin; Eugene Grossi, both of New York; Allan Katz; Paul Oddo, both of Freeport, all of N.Y.

[73] Assignee: Quickle LLC, New York, N.Y.

[21] Appl. No.: 09/198,087

[22] Filed: Nov. 23, 1998

[51] Int. Cl.<sup>7</sup> **A61B 17/04**

[52] U.S. Cl. **606/232; 606/151; 24/129**

[58] Field of Search **606/232, 151; 24/115 R, 129 R**

[56] **References Cited**

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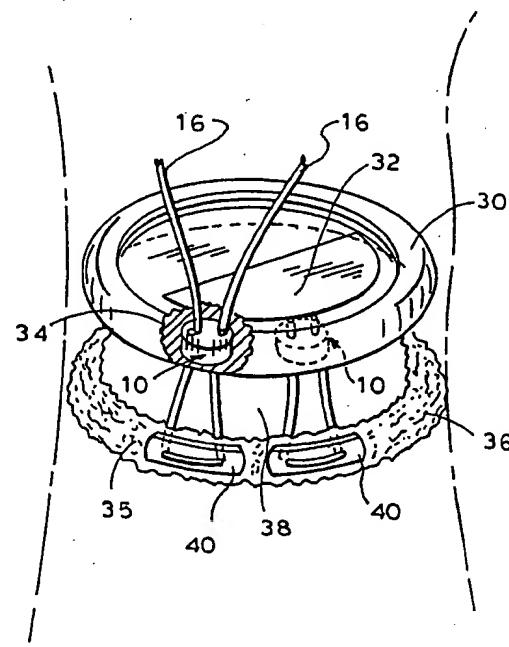
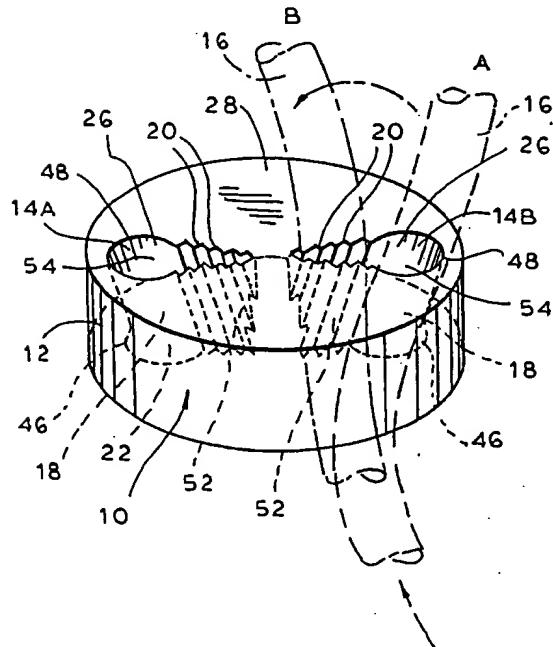
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Primary Examiner—Gary Jackson  
 Attorney, Agent, or Firm—Pepe & Hazard

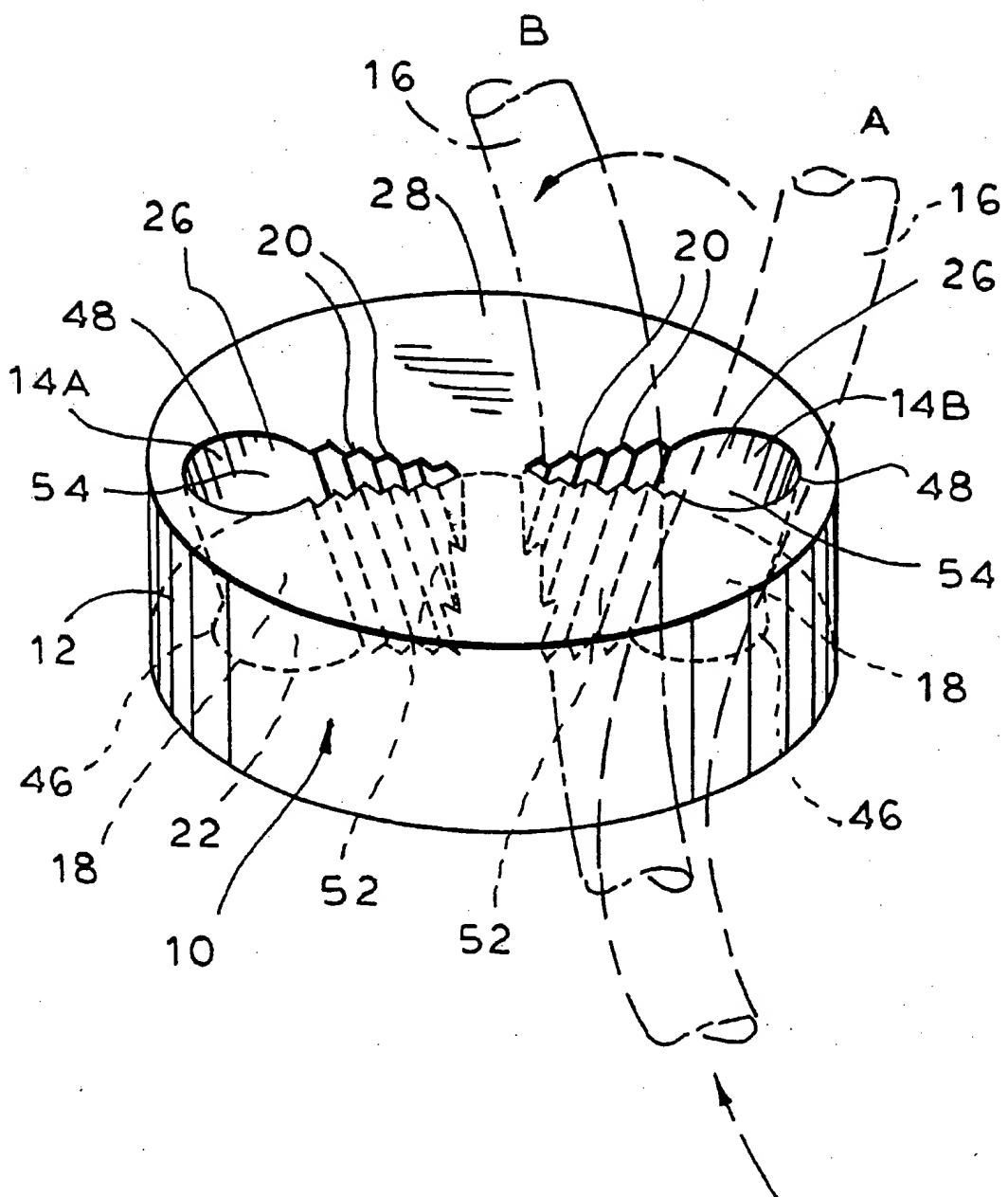
[57] **ABSTRACT**

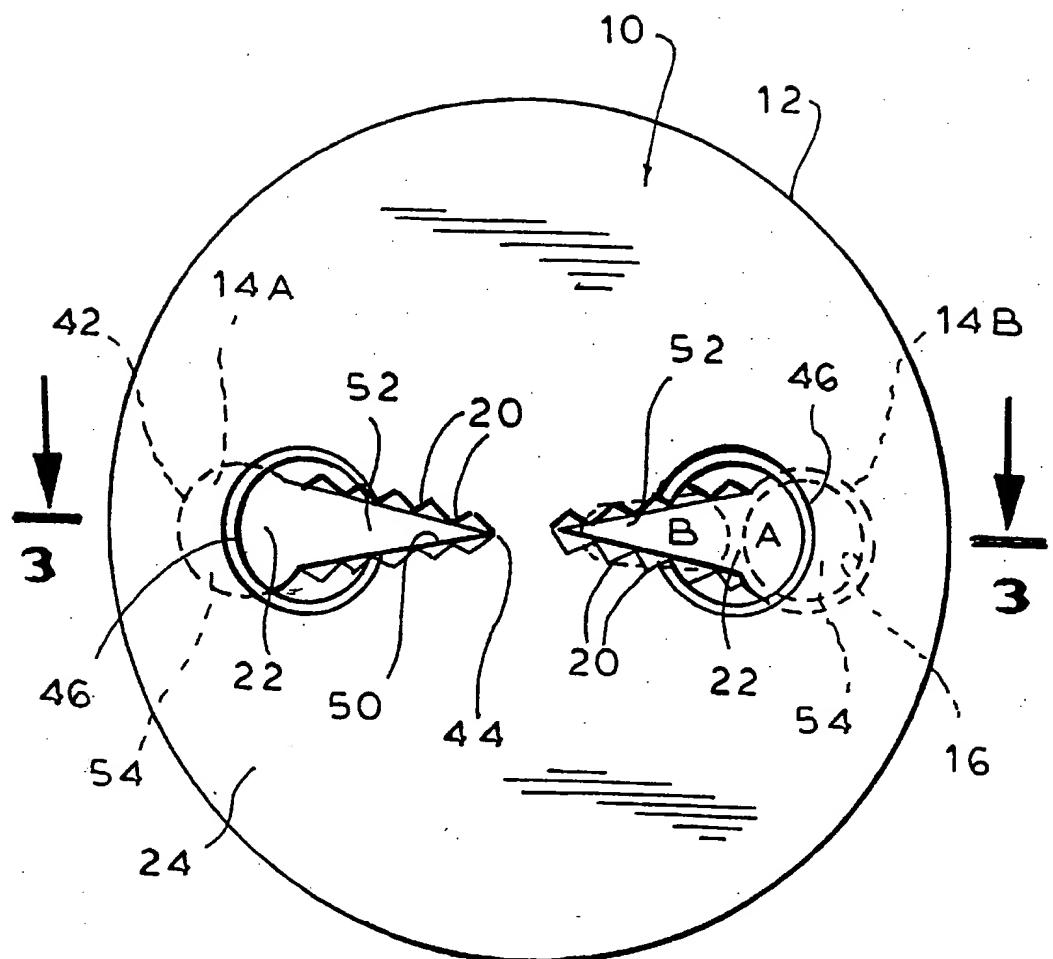
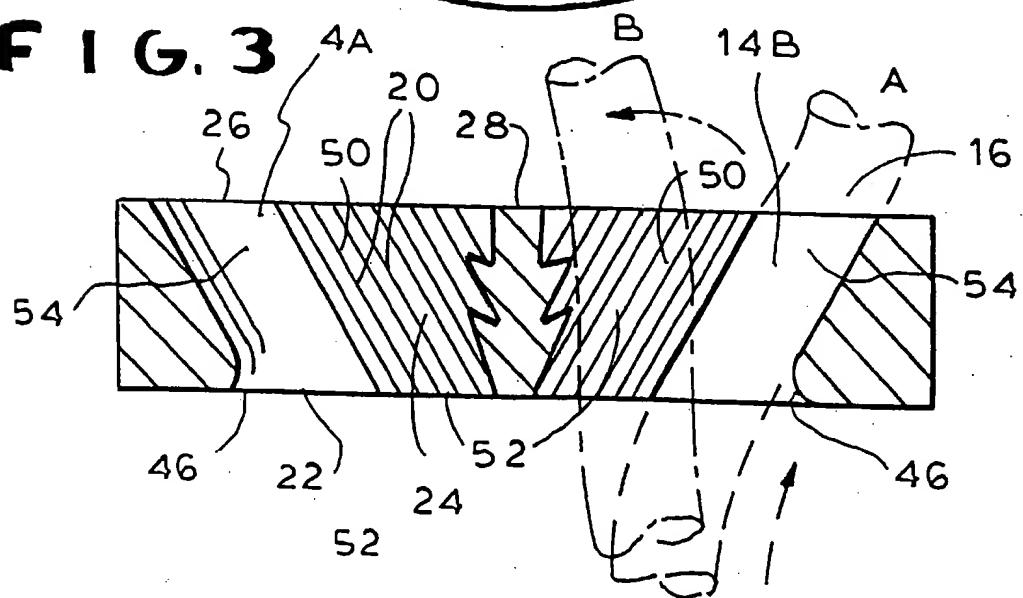
A suture securing apparatus comprising an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, the aperture including an integral locking means for engaging a suture threaded therethrough.

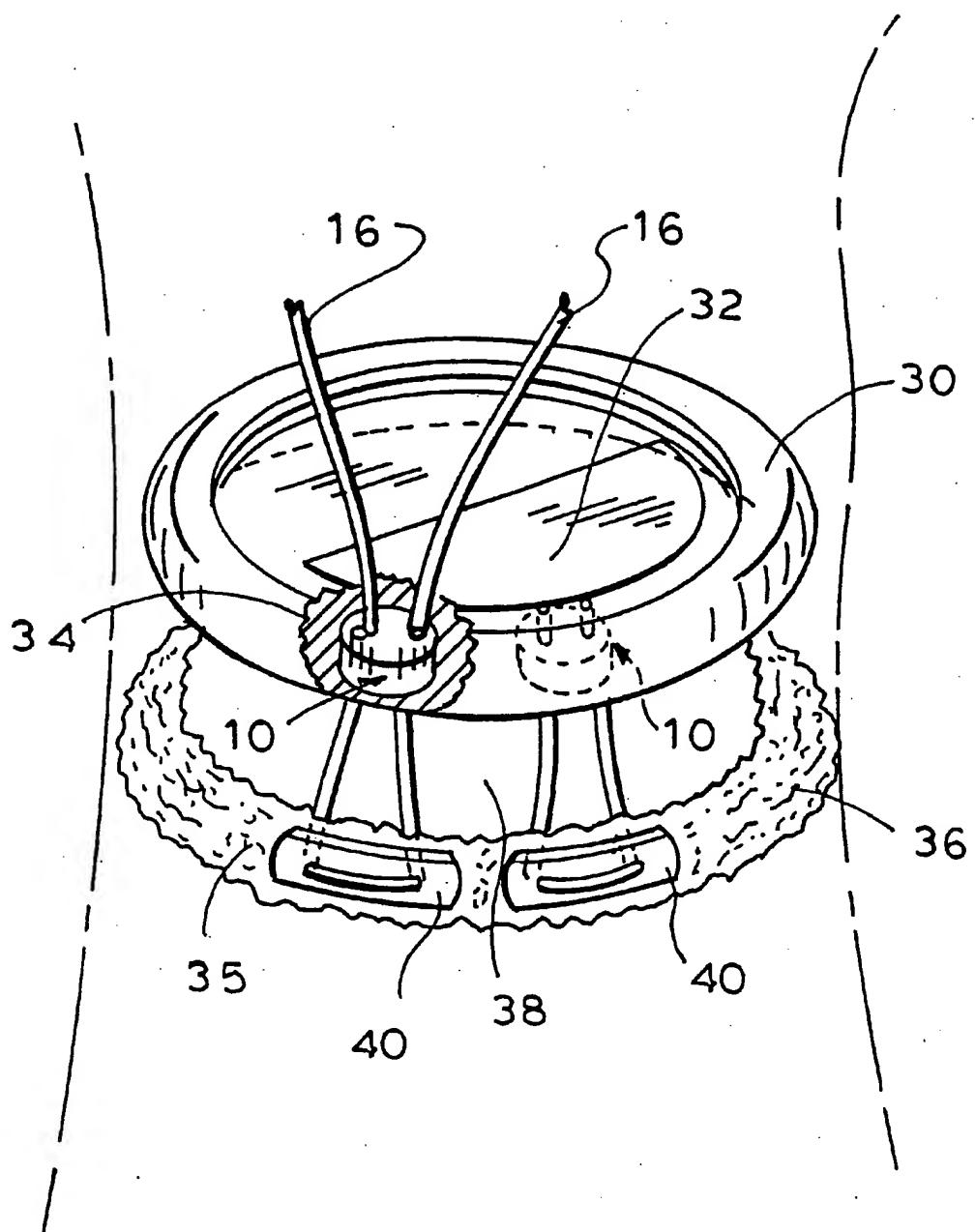
34 Claims, 6 Drawing Sheets

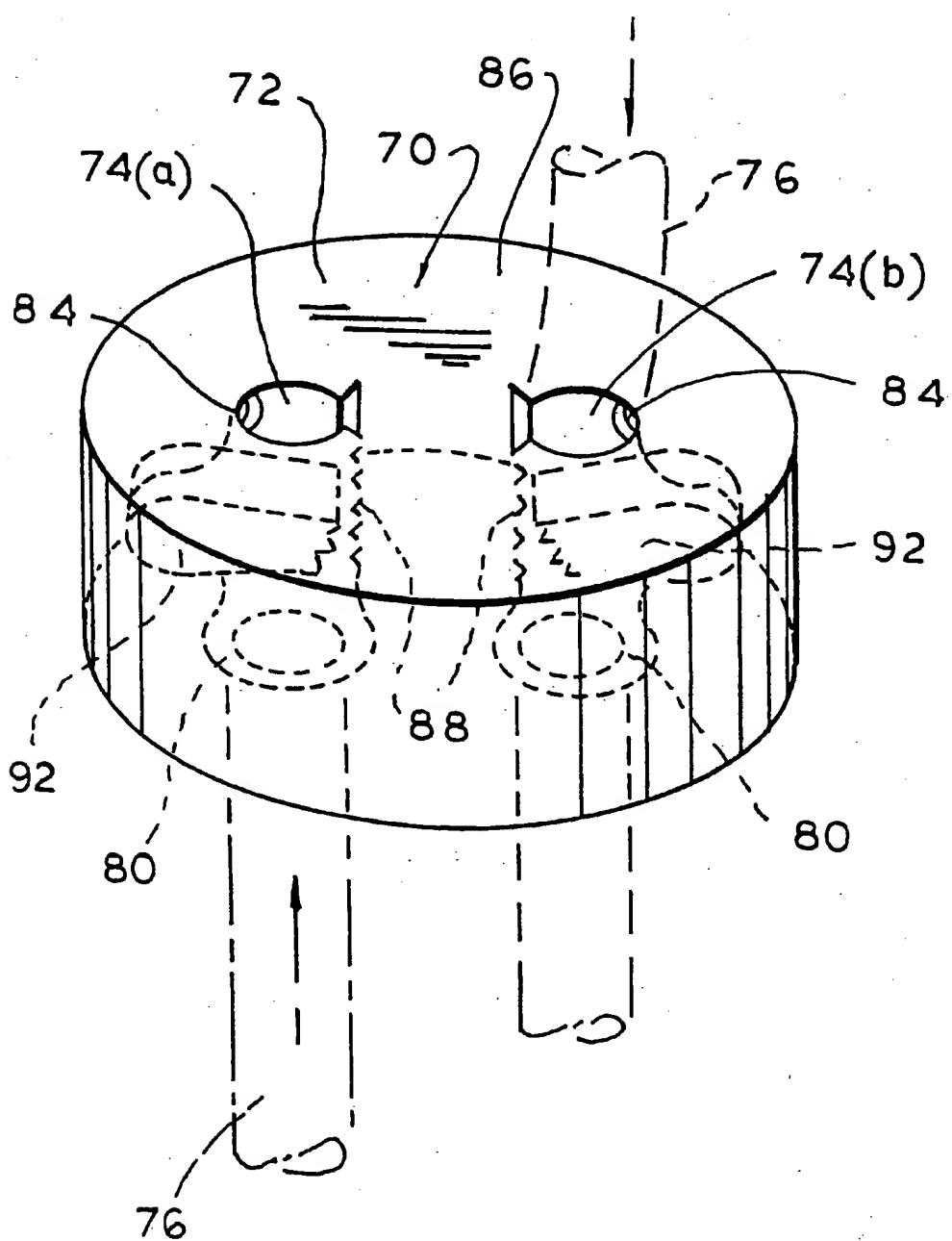


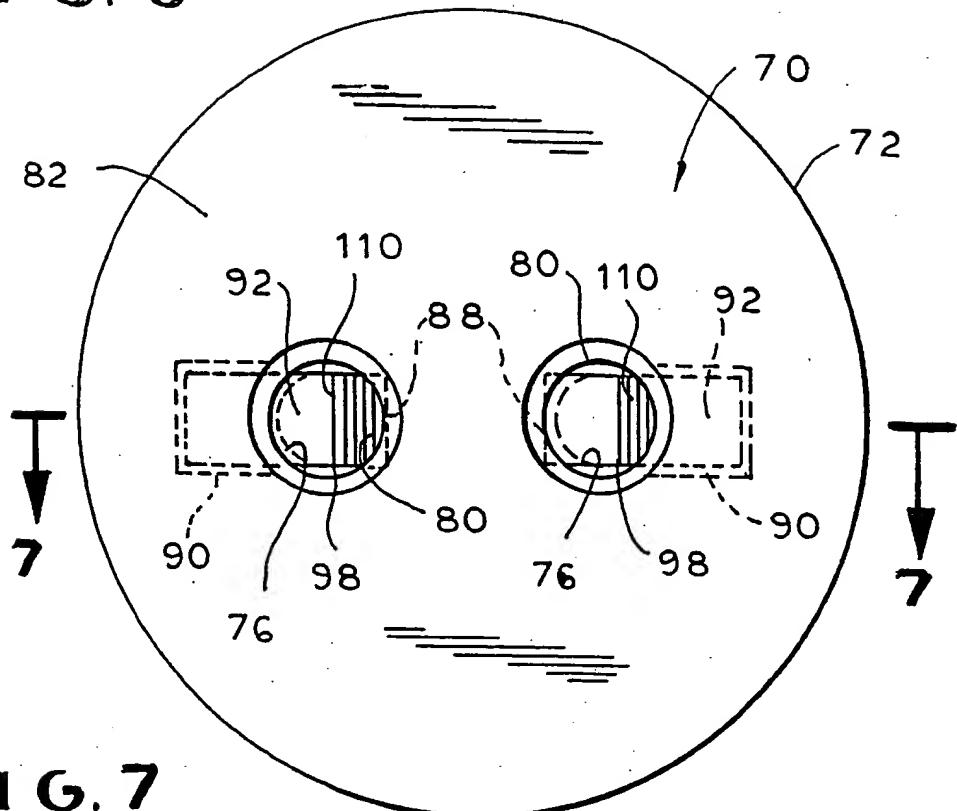
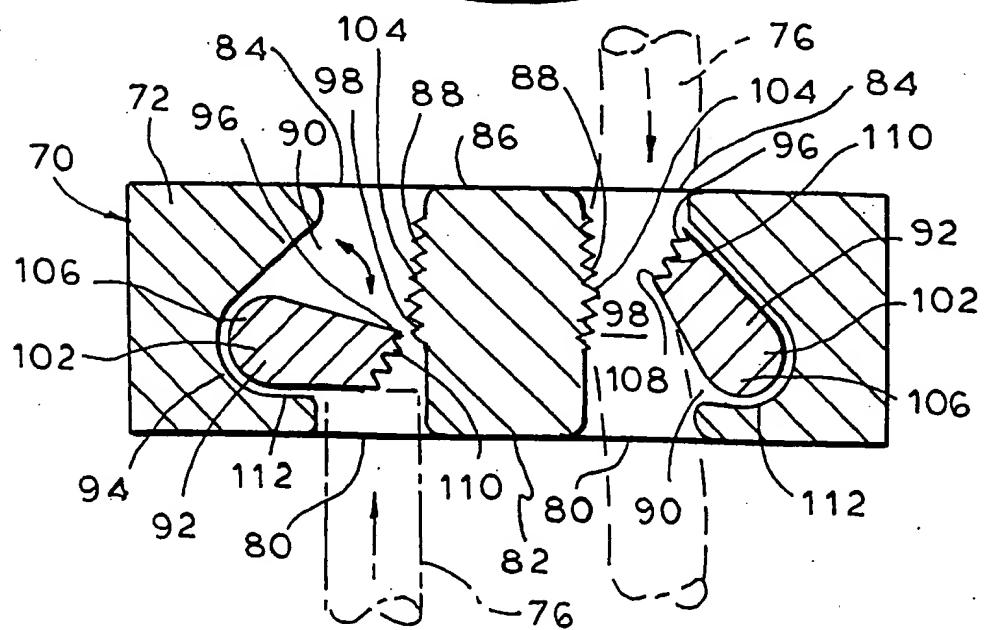
## F I G. 1

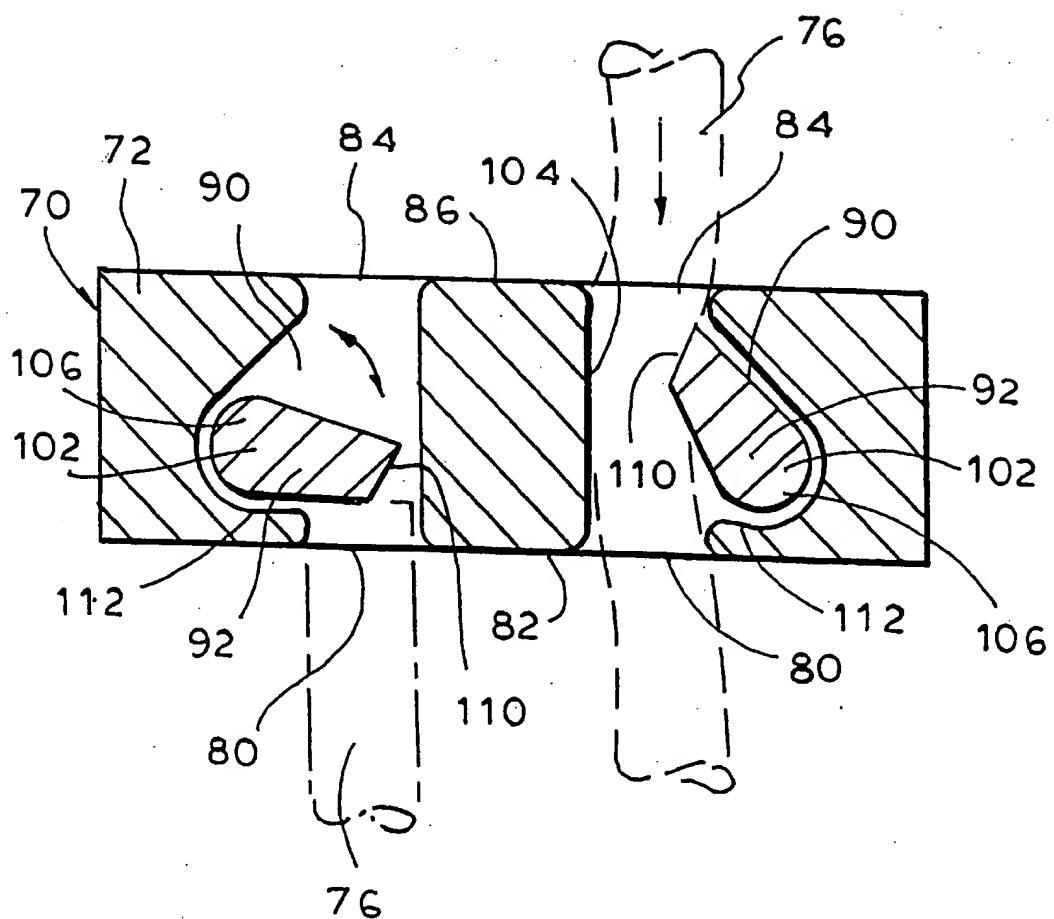


**F I G. 2****F I G. 3**

**F I G. 4**

**F I G. 5**

**F I G. 6****F I G. 7**

**F I G. 8**

PASSIVE KNOTLESS SUTURE  
TERMINATOR FOR USE IN MINIMALLY  
INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

FIELD OF THE INVENTION

The instant invention relates to apparatus and systems for use in securing prosthetics to native tissue or tissue to native tissue in medical procedures. More particularly, this invention relates to apparatus and systems which facilitate securing the ends of standard sutures which can be used to secure tissues to native tissue or prosthetic devices to native tissue without requiring activation of the device.

BACKGROUND OF THE INVENTION

Suturing is an integral part of surgery. It is used to hold tissues together or to secure prosthetics (including but not limited to, heart valve prosthetics, annuloplasty rings, vascular grafts, and orthopedic implants) to native tissue. Sutures have conventionally been used to fasten such implants. The suture material is passed through the native tissue and then through part of the prosthetic or adjacent native tissue. The two are then drawn and secured together by tying a knot on the end of the suture.

By way of example, heart valve replacements and prostheses have been used for many years and many improvements in both the functionality and ease of implantation have been made thereon. More precisely, during conventional heart valve replacement surgery, sutures are placed in the native annulus after removal of a damaged native valve. Often small pledges are threaded on the sutures to buttress their contact with the native tissue. The suture is then inserted through the suture ring of the replacement heart valve. Knots are then tied on the sutures to secure the replacement heart valve to the native heart annulus in its desired position such that there will be no leakage around the replacement heart valve.

When it is recognized that each of the completed knots used to secure the replacement heart valve to the native annulus is actually composed of six or more individual knots, it will be appreciated that this task would take a surgeon a significant amount of time to secure the replacement heart valve into position. Further, with the increased level of difficulty associated with this process, comes an increase in the likelihood of error by the surgeon. In addition, since the incision must be larger and the procedure requires greater time, the patient is exposed to collateral risk factors (which include, but are not limited to, an increased incidence of infection, hypothermia, and fluid loss).

Traditionally, the conventional prosthetic attachment procedure has required the surgeon to possess great dexterity and to be in close proximity to the knot. Emerging minimally invasive surgical techniques add an extra level of difficulty to this task since the incisions associated with such methods are generally much smaller than in conventional surgery. As a result, surgeons are required to spend more time tying off the sutures, or in some cases are required to stretch the incision in order to complete the task. By requiring the surgeon to make larger incisions to gain access to tie these knots, the advantages commonly associated with these minimally invasive surgical procedures, of quicker healing, less disruption to surrounding tissues, and less likelihood of infection, are jeopardized.

Sensitive to these new demands, methods and apparatus for implanting heart valve replacement apparatus under minimally invasive conditions have been developed.

Examples of such replacement apparatus and methods for implanting heart valve replacement apparatus have been disclosed in U.S. Pat. Nos. 4,655,773; 4,364,126; 4,204,283; 3,898,999; 3,996,623; 3,859,668; 3,534,411; and 5,776,188.

- 5 Indeed, apparatus and methods have been disclosed that avoid the use of sutures altogether. For example, U.S. Pat. No. 3,143,742 discloses spacing curved pins along the circumference of the apparatus to pierce the tissue of the native annulus of the heart at the desired attachment point.
- 10 Unfortunately, due to vagaries in the native tissue, good coaptation along a geometrically perfect surface is not always possible.

Novel technologies have been deployed for the purpose of sewing heart valve subcomponents together. U.S. Pat. Nos. 5,071,431; 4,863,460; and 4,743,253 each use a ductile or deformable locking ring as a means to bind the various subcomponents of the heart valve device. However, the aforementioned approaches do not avoid the securing of the implant to the native tissue without the use of traditional suturing methods.

- 15 Recently, medical instruments have been developed, which permit surgeons to manipulate sutures through a small opening. However, these instruments, which provide an extension between the surgeon's hands and the suture, are cumbersome, thus impeding the surgeon's ability to appropriately place the suture knot.
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In response to this problem, surgeons have sought alternatives to conventional knot-tying techniques. Various sutures and suture terminating devices have been disclosed. The most frequently disclosed among these alternatives is the use of surgical clips, which are designed to replace suture knots.

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- 30 Examples of surgical clips to terminate sutures have been disclosed in a number of patents including U.S. Pat. Nos. 3,976,079; 5,282,832; 5,078,731; 5,474,572; 5,171,251; and 5,409,499. In general, these devices contain locking mechanisms which require the surgeon to deform the device on the suture's path and entrap the suture material in the clip. The suture is fixed in a single location and thus the necessity of tying a knot on the suture is avoided. These devices are problematic because they require actuation and, more importantly, pinpoint accuracy by the surgeon since they are not adjustable.
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- 45 Still other configurations of surgical clips are disclosed in U.S. Pat. Nos. 5,078,731; 5,474,572; 5,171,251; and 5,409,499. These clips are also actuated by the surgeon's deformation of the device. The locking mechanisms in these devices are incorporated into the device's body. However, lateral access is required in order to actuate these clips. This cumbersome configuration makes them difficult, if not impossible, to incorporate into prosthetics. Further, these clips also lock the suture into a single position once actuated. This abridges the surgeon's ability to further adjust the tension on the suture, thus requiring the surgeon to remove the suture and repeat the process in order to achieve, when necessary, better coaptation of the tissue by the suture.
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- 60 Still other surgical clips are disclosed in U.S. Pat. Nos. 3,976,079 and 5,282,832. Both of these clips incorporate an additional mating component (retaining clip 96 and retainer 120, respectively), which when attached to the clip locks the suture in place. However, the use of small loose parts is highly undesirable since it is easy to drop and lose such pieces through a minimally invasive incision. Indeed, if this were to occur, for example, inside a patient's heart, the potential for an arterial embolus and patient injury would greatly increase. Again, these clips, like all the aforemen-
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tioned clips, lock the suture into a single position, which, as discussed above, has many disadvantages.

Additionally, modifications of sutures and surgical ties have been disclosed in U.S. Pat. Nos. 5,123,913 and 4,955,913. The methods presented in these patents include the use of a modified suture or surgical tie having serrations or ridges on the suture's or tie's bodice, which when mated with the appropriate closure device, the suture or tie is allowed to be freely advanced towards closure and cannot slide backwards. This allows the surgeon to incrementally increase the tension on the suture or tie without the need to tie a knot. These modified sutures/ties are not suitable for most surgical applications, since they can not be passed through tissue or prosthetics like a standard suture. In addition, neither of these devices afford the surgeon with the opportunity for precise tightening of the suture or tie since the serrations or ridges are incremental. Further, U.S. Pat. No. 5,123,913 discloses a modified suture terminating with a loop member which is designed to mate with the serrations along the length of the suture. While this will function as a surgical suture, the loop member increases the length of the device, making it unsuitable for certain surgical applications, such as securing a heart valve inside the heart. Additionally, these inventions are not compatible with standard sutures.

U.S. Pat. No. 5,776,188 discloses three pertinent apparatus for securing a suture without a knot to a heart valve sewing ring. In the first apparatus, plugs 192 (as illustrated in FIG. 5) have been credited as devices which help secure the suture in place. This is similar to the suture clip methodology which was discussed above. The drawbacks associated with these plugs are that they: (1) do not eliminate the need for a knot to be tied, (2) do not allow the tension to be incrementally adjusted on the suture, (3) have the potential to dislodge causing patient injury, and (4) may be difficult to position in a minimally invasive cardiac procedure.

The second apparatus provided by U.S. Pat. No. 5,776,188, incorporates the use of ball 248 and chamfered slot 242. As illustrated in FIG. 7, the ball and slot cooperate to effectuate the securing of sutures to a heart valve sewing ring without the necessity of a knot. While this embodiment may fasten a suture to the valve sewing ring, it is undesirable to surgeons for a number of reasons. First, this embodiment utilizes a free-floating piece (ball 248) which has the potential to dislodge or jam. Consistent with the concerns raised above, relating to U.S. Pat. Nos. 3,976,079 and 5,282,832, if the ball were to dislodge from the device, it could harm the patient. Further, although this embodiment may engage the suture, the rounded nature of the ball will minimize the field of contact and the resulting integrity of the grip thereon. This greatly reduces suitability for such a device since most surgical procedures require a strong and permanent grip.

The final apparatus disclosed within U.S. Pat. No. 5,776,188 relies on pressure generated by spring 252 to secure the suture. More particularly, spring 252, which is a small separate piece attached to the device, impedes the sutures movement by trapping it. Therefore, the stronger the spring used, the more pressure it applies to the suture and the more reliable its grip will be. However, as the pressure increases, the surgeon's ability to adjust or fine tune the tension applied to the suture is hampered. In addition, the strength of the grip is directly dependent upon the spring's stamina and strength. Further, consistent with the above discussion relating to the previous apparatus, spring 252 is not captured within the body of the device; accordingly, it is capable of breaking free from the device which could cause patient injury.

As will be more fully appreciated below, none of the aforementioned devices offer the ease and versatility for

terminating sutures and thus securely locking tissues and/or prosthetics in place, as the instant invention. Indeed, the instant invention provides a means for securing tissues to native tissues and prosthetic implants to native tissue; the benefits of which may be most appreciated in operations where minimally invasive procedures are utilized.

The apparatus and systems disclosed herein obviate the need for manually tying knots, a procedure which typically requires the surgeon to manipulate his hands in tight proximity of the tissue being secured. This invention may be used as a freestanding device or may be incorporated into prosthetic implants such as heart valves, annuloplasty rings, orthopedic implants or the like, all of which require securing to native tissues.

Moreover, the devices of the instant invention are applicable to all instances of operative procedures where the surgeon needs to secure tissue with a suture, but has limited access for her/his hands to tie a knot. In instances of using sutures to stop bleeding or securing tissues or implants in minimally invasive procedures, the devices of the instant invention will facilitate the procedure by eliminating the time and physical exposure required to manually tie knots to terminate the suture. The present invention's advantages of enhanced tissue securing with minimal surgical exposure, decreased implementation time, and enhanced reliability are accentuated when compared to existing related technology.

#### SUMMARY OF THE INVENTION

The present invention is directed to apparatus and systems for use in securing the ends of sutures. This invention can be used in a freestanding manner to terminate a suture which holds tissue together or it can be incorporated into a prosthetic in order to hold tissue to the prosthetic. The present invention terminates the ends of standard sutures without knots and without the need for manual proximity thus facilitating minimally invasive surgical procedures.

In one embodiment, the instant invention provides a suture securing apparatus comprising: an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, the aperture including an integral locking means for engaging a suture threaded therethrough.

In a preferred embodiment of the instant invention, the locking means of the suturing securing apparatus comprises a least one ridge formed on at least a portion of the aperture surface for engaging the suture threaded therethrough, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture. In another preferred embodiment of the invention, the locking means of the suture securing apparatus comprises a plurality of ridges formed on at least a portion of the aperture surface for engaging the suture threaded therethrough, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture. In other preferred embodiments of the invention, each ridge is formed from an elastic material or a rigid material. In yet another preferred embodiment of the invention, a portion of each ridge extending farthest from the aperture surface is rounded. In a preferred embodiment of the

invention, each ridge is formed at an angle of greater than about 30° to the longitudinal axis of the aperture and, even more preferably, each ridge is formed at an angle of about 45° to the longitudinal axis of the aperture.

In a preferred embodiment of the instant invention, the apparatus body of the suture securing device comprises a first aperture and a second aperture, wherein each ridge formed on the first aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction along the first aperture and oppose the movement of the suture in the second longitudinal direction along the first aperture and wherein each ridge formed on the second aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction along the second aperture and oppose the movement of the suture in the second longitudinal direction along the second aperture, wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are directed to the upper surface of the apparatus body. In another preferred embodiment of the instant invention, the first and second apertures are mirror images of each other, as defined by a mirror plane equidistant from them.

In a preferred embodiment of the instant invention, the apparatus body comprises a first aperture and a second aperture, wherein each ridge formed on the first aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction along the first aperture and oppose the movement of the suture in the second longitudinal direction along the first aperture and wherein each ridge formed on the second aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction along the second aperture and oppose the movement of the suture in the second longitudinal direction along the second aperture, wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are directed to the upper surface of the apparatus body. In other preferred embodiments of the instant invention, the suture securing apparatus is made from biocompatible materials or biodegradable materials.

In a second embodiment, the instant invention provides a suture securing apparatus comprising: (a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and (b) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface; wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged

position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

In a preferred embodiment of the instant invention, the first surface of the middle aperture comprises at least one ridge, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture. In another preferred embodiment of the instant invention, the first surface of the middle aperture comprises a plurality of ridges, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture. In yet other preferred embodiments of the instant invention, each ridge is formed from an elastic material or a rigid material.

In yet another preferred embodiment of the instant invention, the engagement end of the cam member comprises serrations to grip the suture when engaged. In another preferred embodiment of the instant invention, the apparatus body includes a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein, wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture; wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the second movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the second aperture; and wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body. In yet another preferred embodiment of the instant invention, the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

In still another preferred embodiment of the instant invention, the apparatus body includes a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein, wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture; wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the second movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the second aperture; wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body. In yet another preferred embodiment of the instant invention, the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the second aperture; and wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body. In other preferred embodiments of the instant invention, the suture securing apparatus is made from biocompatible materials or biodegradable materials.

The instant invention also contemplates securable medical prosthesis device comprising a medical prosthesis device in physical contact, physical engagement, or integrally formed with at least one suture securing apparatus according to the instant invention. Such medical prosthesis devices include a sewing ring implant shaped and sized for attachment to the inner surface of a native annulus, the sewing ring implant having a plurality of suture securing apparatuses distributed around the circumference of the sewing ring implant.

#### BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a top perspective view of a freestanding suture terminating device showing a technique for terminating a suture in accordance with one embodiment of the present embodiment.

FIG. 2 is a top plan view of the suture terminating device of FIG. 1.

FIG. 3 is a cross-sectional view of a suture terminating device taken along line 2—2 of FIG. 2 showing a technique for terminating a suture in accordance with one embodiment of the present embodiment.

FIG. 4 is a top perspective partially exploded view of an artificial arterial valve attached to the native tissue of the aorta in accordance with the present invention cut-away to reveal a suture terminating device, in accordance with the present invention, incorporated therein.

FIG. 5 is a top perspective view of a freestanding suture terminating device showing a technique for terminating a suture in accordance with another embodiment of the present embodiment.

FIG. 6 is a bottom plan view of the suture terminating device of FIG. 5.

FIG. 7 is a cross-sectional view of a suture terminating device taken along line 7—7 of FIG. 6 showing a technique for terminating a suture in accordance with another embodiment of the present embodiment.

FIG. 8 is a cross-sectional view of a suture terminating device also taken along line 7—7 of FIG. 6 showing a technique for terminating a suture in accordance with still another embodiment of the present embodiment.

#### DESCRIPTION OF THE PREFERRED EMBODIMENTS

FIGS. 1-3 illustrate a freestanding version of the instant suture terminating device 10 in accordance with one embodiment of the present invention. As depicted, the present suture terminating device consists of a main member 12 having apertures 14(a) and 14(b) positioned therein to

facilitate the threading of standard suture 16 therethrough. As the surgeon draws suture 16 through aperture 14, suture 16 is secured in place by the locking mechanism 18 which is housed within that same aperture 14.

Main member 12, which may (as illustrated in FIG. 1) exist as a freestanding device or (as illustrated in FIG. 4) be incorporated into a prosthetic device, may be constructed in a variety of manners including the milling or molding of biocompatible plastics and metals, or biodegradable materials. Depending upon the device's actual application, the size of the suture, and the material used, main member 12 should be large enough to both contain and support the sutures drawn therethrough without disruption or distortion to the local native tissue and/or the prosthetic device attached thereto or thereby. For example, if main member 12 is constructed of stainless steel and is intended to be used with 2-0 braided synthetic suture material for securing a heart valve sewing ring, then the main member 12 should be 0.1" (width) by 0.15" (length) by 0.1" (thickness). The width of main member 12 must naturally be greater than the diameter of the suture 16 which it is intended to contain and terminate.

An additional benefit of the present embodiment is that, under certain circumstances, main member 12 also functions as a pledget (i.e., dispersing the pressure of the suture over a surface area greater than that of the suture alone, thus bolstering the suture's coupling of the desired members (i.e., tissue to native tissue and/or prosthetic to native tissue) while reducing the likelihood of damage to the prosthetic device or the surrounding tissue.

The present suture terminating device will preferably incorporate two apertures within the main member 12 of the device. Apertures 14(a) and 14(b) are generally housed in the midline of main member 12. Although the apertures' alignment may vary under certain circumstances, they will generally have, as illustrated in FIG. 2, a mirror image orientation to one another. When arranged in this configuration, the apertures cooperate as pairs, each member receiving one of the two ends of the suture being secured. Each aperture, whether functioning independently or as a member of a cooperating pair, comprises a first opening 22 in the bottom portion 24 of main member 12, a locking mechanism 18, and a second opening 26 in the top portion 28 of main member 12.

First opening 22 is round in nature and of adequate size to accommodate the berth of suture 16. Further, as illustrated in FIG. 3, first opening 22 may be accentuated in a conical fashion in order to facilitate the surgeon's threading of suture 16 therethrough. Second opening 26 is eccentric and bi-polar. Returning to FIG. 2, first pole 42 is generally round with sufficient diameter to accommodate the berth of suture 16. Second pole 44 is formed by an acute angular narrowing orientated towards the axis of second opening 26. The rounded portions 46 and 48 of the first and second openings 22 and 26, respectively, are preferably offset from each other.

FIG. 3 depicts an alternate rendition of the present embodiment in which the inner surface 50 of the angulated portion 52 of aperture 14 may be lined with ridges 20, although under certain circumstances a single ridge may suffice. Ridges 20 are preferably shaped and oriented so as to facilitate the passage of the suture in one direction and to oppose any movement in the other. The number, density, and amplitude of the ridges should be increased as the overall dimensions of the device and suture material used increases. The apex of the ridges are preferably rounded; this facilitates

the entry of the suture material into the locking mechanism, while avoiding the use of a sharp edge which could potentially abrade, damage, or weaken the suture. Although it is generally preferable for the ridges to be constructed in an unyielding or rigid form, it may be desirable in certain circumstances to construct the ridges such that they possess elastic qualities in order to further enhance their gripping action. The longitudinal axis of ridges 20 generally extend out from the inner surface 50 of the angulated portion 52 at a 45° angle. The total taper (from bottom to top) between the opposing segments of aperture 14 which form the angulated portion 52 is, in the present version of this embodiment, 4°.

The apertures' orientation insures that when upward tension is placed on the suture, the suture is coerced, as illustrated in FIGS. 1-3, from position A in the rounded portion of 54 into angulated portion 52 of aperture 14, where the locking mechanism engages the suture, thus locking it in place. In other words, once the surgeon has positioned the tissue or prosthetic device, the suture terminating device need only be held in place while tension is applied simultaneously to both ends of the suture. This transverses and engages the locking mechanism within the aperture. As tension is placed on the suture and it is drawn through the aperture, the ridges lining the aperture engage the suture in a manner ensuring that the suture may advance, but not regress through the aperture. Multiple points of contact are made between the ridges lining the aperture and the suture material, thus providing for a secured union. Back pressure on the suture from the native tissue maintains its fixation within the suture terminating device's locking mechanism.

Generally, the suture is drawn through the device by the surgeon into its final position, thus providing the desired tension and coaptation of tissue by the suture. However, should the surgeon need to loosen the suture (in order to reposition it for example), the free ends of the suture could be pulled away from the narrowed angulated portion of the apertures. This maneuver would disengage the locking mechanism. Once disengaged, the suture is free to move in rounded portion 54 of aperture 14. In order to resecure the suture, the surgeon would again place tension on the suture to engage it in the locking mechanism and advance the suture until the desired tension was achieved.

FIG. 4 displays still another embodiment of the present invention. More particularly, as the cutaway view of FIG. 4 depicts, suture terminating device 10 is positioned inside valve 30 in this embodiment. Consistent with standard suturing techniques, suture 16 enters valve 30 from its bottom, is threaded through the suture terminating device positioned therein, and exits from the valve's top.

Under certain circumstances, it may be desirable for the surgeon to use a pledget when securing a suture with the suture terminating device of the present invention. For instance, when the portion of the suture terminating device contacting the tissue and/or the prosthetic is too small to effectively disperse the pressure placed upon that same tissue and/or prosthetic secured by the suture or suture terminating device, then the use of a pledget is desirable.

As discussed above, the use of a pledget may also be desirable when used in conjunction with the securing of a prosthetic to native tissue. For example, if suture terminating device 10 were incorporated in artificial arterial valve 30, as illustrated in FIG. 4, were constructed of stainless steel and were intended to be used with 2-0 braided synthetic suture material for securing the sewing ring of an artificial arterial valve, then it might be desirable for the surgeon to use pledges 40 in order to reduce the risk of damage to the valve

30 or the surrounding tissue (aorta wall 36 in this case). Although pledges may take many forms, they are generally manufactured from TEFLON® or DACRON®. They function by increasing the surface area over which the suture's tension is distributed.

Although placement of the pledget may vary from procedure-to-procedure, generally the surgeon, as illustrated in FIG. 4, will thread suture 16 first through pledget 40, then through the native tissue (aorta wall 36 in this case), and ultimately through the prosthetic and the suture terminating device 10 implanted therein. As depicted in the present illustration, the suture 16 transverses through valve 30 thus securing artificial arterial valve 30 to aorta 35. Once in place, the surgeon engages the locking mechanism as discussed above, and if satisfied with the coaptation, cuts off and removes the excess suture material.

A second preferred embodiment of the present invention is depicted in FIGS. 5-8. In this embodiment, suture terminating device 70 consists of a main member 72 having apertures 74(a) and 74(b) positioned therein to facilitate the threading of standard sutures 76 therethrough. As the surgeon draws the suture 76 through aperture 74, the suture is secured in place by locking mechanism 78 which is housed within the aperture.

Suture terminating device 70 may be constructed in a variety of manners including the milling or molding of biocompatible plastics and metals, or biodegradable materials. Depending upon the actual application, the size of the suture, and the material used, main member 72 should be large enough to both contain and support the sutures drawn therethrough without disruption or distortion to the local native tissue and/or the prosthetic device attached thereto or thereby.

As depicted by FIG. 5, apertures 74(a) and 74(b) which are housed within main member 72 comprise a fist opening 80 in the bottom portion 82 of main member 72, a locking mechanism 78, and a second opening 84 on the top portion 86 of the main member. The first opening 80 is somewhat conical in nature, to facilitate the surgeon's introduction of the suture into the aperture. The second opening 84 is preferably round in nature and adequately sized to accommodate the birth of suture 76. Preferably, first and second openings 80 and 84 are aligned on top of each other. The orientation of aperture 74, is normal to that of main member 72.

The version of the present embodiment of the suture terminating device illustrated in FIGS. 5-8 incorporates two apertures within the main member 72 of the device. Apertures 74(a) and 74(b) are generally housed in the midline of main member 72. Although the placement of the apertures within suture terminating device 70 may vary under certain circumstances, they will generally have, as illustrated in FIG. 6, a mirror image orientation to one another. When arranged in this configuration, the apertures cooperate as pairs, each member receiving one of the two ends of the suture being secured. Each aperture, whether functioning independently or as a member of a cooperating pair, comprises, as discussed above and as illustrated by FIG. 7, a first opening 80 in the bottom portion 82 of main member 72, a locking mechanism 78, and a second opening 84 in the top portion 86 of main member 72.

As depicted in FIG. 7, medial aspect 104 of aperture 74 is flat, and is preferably lined with ridges or serrations 88 which are generally perpendicular to the aperture's orientation. Although, as depicted with FIG. 8, the ridges or serrations 88 may be absent in certain applications. Extend-

ing from aperture 74 and vertically aligned with directly medial aspect 104 within main member 72 is cavity 90, which has a rounded portion 98 preferably formed at the point furthest from the medial aspect of aperture 74.

Housed within cavity 90 is cam member 92. The thickness of cam member 92 would typically be uniform. It is preferably narrower than the diameter of aperture 74 and cavity 90. Cam member 92 is eccentric, having a swollen rounded portion 94 at the first end 106, and a protuberance 96 extending out from second end 108.

The rounded portion 94 of cam member 92 cooperates with the rounded portion 98 of cavity 90. To ensure that cam member 92 is permitted to move radially in a north/south orientation within cavity 90.

Cam member 92 is captured within cavity 90, since the largest dimension of the cam member is larger than either end opening of the aperture. This capturing prevents cam member 92 from breaking free from suture terminating device 70 and causing injury to the patient. Further, the spatial relationship between cam member 92 and cavity 90 minimizes any potential for mechanical failure associated with terminating device 70.

The second end 108 of cam member 92 protrudes into the center lumen of aperture 74. Preferably, there are ridges 110 on the surface of the second end of cam member 92. These ridges are, most preferably, orientated to cooperate with the ridges 88 on medial aspect 100 of aperture 74.

Cam member 92 and its mating receptacle in the wall of the aperture 74 are eccentric such that when cam member 92 is rotated in an upward direction, the eccentric edge of cam member 92 moves away from center lumen of the aperture rotating into the receptacle. When cam member 92 is rotated downwards, the cam member edge is brought further out into the lumen of the aperture and into incrementally increasing contact with the ridges lining the flat surface of the aperture apposition against the far wall of aperture 74. Engagement of locking mechanism 78 is accomplished when suture 76 is trapped between ridges 88 which medial aspect 100 of aperture 74 and ridges 110 which, as discussed above, line second end 78 of cam member 92. More precisely, as suture 76 is advanced through aperture 74, cam member 92 rotates, as illustrated by the arrows in FIG. 7 away from the medial aspect of aperture 74. Once the surgeon has applied her final tension to suture 76, back pressure from the native tissue causes suture 76 to slightly withdraw from aperture 74. As suture 76 withdraws, ridges 110 on cam 92 frictionally engages suture 76. This, in turn, causes cam 92 to rotate radially with suture 76. The asymmetric shape of cam member 92 ensures that, as cam member 92 rotates, ridges 110 cooperate with ridges 88 on the medial aspect of aperture 74, thus trapping the suture therein. Over rotation, which would undermine the integrity of locking mechanism 78, is prevented by retaining wall 112 of cavity 90.

If the surgeon needs to readjust the suture, placing tension on the suture end it will pull it upwards and disengage the second member from its trapped position against the aperture wall. Once repositioned, tension is reapplied, the second member re-engaged, and the suture locked into place.

#### EXAMPLE 1

By way of example, this invention may be incorporated, as provided above, into heart valve prosthetics. By incorporating the present invention into the sewing ring of a heart valve or heart annuloplasty ring or device, the surgeon would merely have to feed the sutures into appropriately

located apertures. The prosthesis would be positioned, and the sutures locked into place without the need for the proximity of manual knot tying.

Typically the surgeon would place double ended sutures through the native annular tissue in a concentric fashion around the valve annulus. Each paired suture end would then be threaded through the appropriately paired knotless suture device. These devices will be incorporated into the perimeter of prosthetic valve sewing ring at appropriate distances depending upon the application. The valve is then advanced from outside the patient's body into the heart. The surgeon then removes all slack from the suture the valve would then be placed in its desired position. Once engaged, the back pressure of the native tissue ensures that the suture remains locked within the suture terminating device. Depending upon the type of suture used (and the elasticity associated with the same), contraction of the suture may also compliment the engagement of the locking mechanism.

After verification of proper tension and valve position, the suture ends are cut off. This is particularly advantageous for use with minimally invasive techniques since, as discussed above, these apparatus and systems obviate the need for tying knots.

#### EXAMPLE 2

The present invention will also be useful for thorascopic thoracic surgery. It is necessary to place sutures to stop bleeding during thoracic surgery. This invention would allow standard suture technique to be used through thorascopic ports, without forcing proximity to the site of the suture in order to terminate the suture ends. In this application, the body of the device (with two apertures) could either be used alone to terminate a suture or the device could be utilized with a pledget. In this fashion, once a standard suture is placed into the bleeding tissue, tension is placed on the tissue to compress and stop the bleeding. Normally the surgeon would then tie a knot to terminate the suture with the proper tension. Instead, using the suture securing device of the instant invention, the present suture termination is advanced along the suture until it encounters the tissue to be ligated. Tension is applied to the sutures. Once the desired tension on the ligated tissue is achieved, the suture terminating device is engaged, and the excess suture is trimmed.

If the tissue compression is required to be distributed over a greater surface area than that provided by the bottom of the body of the current invention or of a pledget, then the present suture terminating device should be incorporated into a fabric cuff which will enlarge the contact area.

#### EXAMPLE 3

Likewise, the suture securing device of the instant invention can be used in orthopedic surgery to terminate sutures which are placed arthroscopically, where access for manual knot tying is limited. In this application, sutures are placed in standard fashion to repair torn ligaments. The knotless suture device of the instant invention would be threaded over the suture ends and advanced to the site of the repair. After the final appropriate tension had been applied to the suture material, the locking mechanism is engaged. Subsequently, the suture ends are cut off.

For the reasons discussed throughout, this application is highly desirable since it would avoid the necessity of manual proximity to tie a knot. Additionally, the embodiments of this invention can be incorporated into orthopedic implants to enhance and facilitate their fixation to native tissue.

As is known in the art, all exposed parts of the invention should generally be made of biocompatible materials, either synthetic or natural, from which surgical implants are typically made, for example, polymers, plastics, biological tissue, metals and alloys, and combinations thereof. In addition, embodiments of this invention can be constructed of biodegradable materials.

As noted above, the Figures and Examples provided are intended to further describe the aspects of the present invention. Thus, the Figures and Examples are illustrative only and are not to be construed as limiting the scope of that which is regarded as the invention. Furthermore, while only two embodiments of the invention has been presented in detail in this disclosure, it will be apparent to those of skill in the art that many modifications, adaptations, and changes may be made thereto without departing from the spirit and scope of the invention. In short, the scope of the present invention is only to be limited by the following claims and the equivalents thereto.

What is claimed is:

1. A suture securing apparatus comprising:  
an apparatus body having an upper surface, a lower surface, a first internal surface, a second internal surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface, a latitudinal axis extending from the first internal surface to the second internal surface, and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, and a first latitudinal direction and a second latitudinal direction thereof each extends along latitudinal axis in opposite directions, the aperture including an integral locking means for engaging, and disengaging from, a suture threaded therethrough,  
the locking means formed so as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and to oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the aperture.

2. The suture securing apparatus according to claim 1, wherein the locking means comprises at least one ridge formed on at least a portion of the aperture surface for engaging, and disengaging from, the suture threaded therethrough, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the aperture.

3. The suture securing apparatus according to claim 2, wherein the locking means comprises a plurality of ridges formed on at least a portion of the aperture surface for engaging, and disengaging from, the suture threaded therethrough, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the

suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the aperture.

4. The suture securing apparatus according to claim 2, wherein each ridge is formed from an elastic material.

5. The suture securing apparatus according to claim 2, wherein each ridge is formed from a rigid material.

6. The suture securing apparatus according to claim 2, wherein the portion of each ridge extending farthest from the aperture surface is rounded.

7. The suture securing apparatus according to claim 2, wherein each ridge is formed at an angle of greater than about 30° to the longitudinal axis of the aperture.

15 8. The suture securing apparatus according to claim 7, wherein each ridge is formed at an angle of about 45° to the longitudinal axis of the aperture.

9. The suture securing apparatus according to claim 2, the apparatus body comprising a first aperture and a second

20 aperture, wherein each ridge formed on the first aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the first aperture and oppose the movement of the suture in the second longitudinal direction along the

25 first aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting movement of the suture in the second longitudinal direction along the aperture, and wherein each ridge formed on the second aperture surface is so formed as

30 to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the second aperture and oppose the movement of the suture in the second longitudinal direction along the second aperture until pressure is applied to the suture in the second latitudinal

35 direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the second aperture, wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are directed

40 to the upper surface of the apparatus body.

10. The suture securing apparatus according to claim 9, wherein the first and second apertures are mirror images of each other, as defined by a mirror plane equidistant from them.

45 11. The suture securing apparatus according to claim 2, the apparatus body comprising a first aperture and a second

aperture, wherein each ridge formed on the first aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal

50 direction along the first aperture and oppose the movement of the suture in the second longitudinal direction along the first aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the first aperture, and

55 wherein each ridge formed on the second aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the second aperture and oppose the movement of the suture in the second longitudinal direction along the second aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the second aperture,

60 wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are directed to the upper surface of the apparatus body.

55 65 11. The suture securing apparatus according to claim 2, the apparatus body comprising a first aperture and a second

aperture, wherein each ridge formed on the first aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal

60 direction along the first aperture and oppose the movement of the suture in the second longitudinal direction along the second aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the second aperture, wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are directed to the upper surface of the apparatus body.

12. The suture securing apparatus according to claim 1, wherein the suture securing apparatus is made from biocompatible materials.

13. A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface; wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

14. The suture securing apparatus according to claim 13, wherein the first surface of the middle aperture comprises at least one ridge, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

15. The suture securing apparatus according to claim 13, wherein the first surface of the middle aperture comprises a plurality of ridges, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

16. The suture securing apparatus according to claim 13, wherein each ridge is formed from an elastic material.

17. The suture securing apparatus according to claim 13, wherein each ridge is formed from a rigid material.

18. The suture securing apparatus according to claim 13, wherein the engagement end of the cam member comprises serrations to grip the suture when engaged.

19. The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to a

an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the second movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

20. The suture securing apparatus according to claim 19, wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

21. The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the second movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

22. The suture securing apparatus according to claim 13, wherein the suture securing apparatus is made from biocompatible materials.

23. The suture securing apparatus according to claim 13, wherein the suture securing apparatus is made from biodegradable materials.

24. A securable medical prosthesis device comprising a medical prosthesis device in physical contact with at least one suture securing apparatus according to claim 2.

25. A securable medical prosthesis device comprising a medical prosthesis device in physical engagement with at least one suture securing apparatus according to claim 2.

26. The securable medical device according to claim 23, wherein the medical prosthesis device is a sewing ring implant shaped and sized for attachment to the inner surface of a native annulus, the sewing ring implant having a plurality of suture securing apparatuses distributed around the circumference of the sewing ring implant.

27. A securable medical prosthesis device comprising a medical prosthesis device integrally formed with at least one suture securing apparatus according to claim 2.

28. A securable medical prosthesis device comprising a medical prosthesis device in physical contact with at least one suture securing apparatus according to claim 13.

29. A securable medical prosthesis device comprising a medical prosthesis device in physical engagement with at least one suture securing apparatus according to claim 13.

30. A securable medical device according to claim 29, wherein the medical prosthesis device is a sewing ring implant shaped and sized for attachment to the inner surface of a native annulus, the sewing ring implant having a plurality of suture securing apparatuses distributed around the circumference of the sewing ring implant.

31. A securable medical prosthesis device comprising a medical prosthesis device integrally formed with at least one suture securing apparatus according to claim 13.

32. A suture securing apparatus comprising:

an apparatus body having a upper surface, a lower surface, an outer surface, a first aperture, and a second aperture, the first longitudinal direction of each aperture each being directed to the upper surface of the apparatus body,

wherein each ridge formed on the first aperture surface and second aperture surface is so formed as to facilitate the movement of a suture in the first longitudinal direction and oppose the movement of the suture in the second longitudinal direction, each ridge is formed at

an angle of about 45° to the longitudinal axis of the respective aperture, and the portion of each ridge extending farthest from the aperture surface is rounded, and

wherein the first and second apertures are mirror images of each other, as defined by a mirror plane equidistant from them.

33. A suture securing apparatus comprising:

an apparatus body having a upper surface, a lower surface, an outer surface, and the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein, the first longitudinal direction of each aperture each being directed to the upper surface of the apparatus body,

wherein the first movable cam member and second movable cam member each moves to an unengaged position to facilitate the movement of a suture threaded through the respective aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the respective aperture in the second longitudinal direction by compressing the suture between the engagement end of the respective movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the respective aperture; and

wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

34. The suture securing apparatus according to claim 1, wherein the first internal surface of the aperture is generally round and having sufficient diameter to accommodate a suture threaded therethrough, and the second internal surface is formed by an acute angular narrowing in the second latitudinal direction.

\* \* \* \* \*

**(Amended) CHRONOLOG / TIME-LINE**

<b><u>Date</u></b>	<b><u>Fact(s)</u></b>
May 1998	Quickie, L.L.C., owner of inventions of USPN 6066160 retains firm of Pepe & Hazard, L.L.P. to prepare and prosecute patent application.
11-5-1998	Medtronic Agreement.
11-23-1998	Application of '160 patent filed by Pepe & Hazard, retained also to prosecute before USPTO.
5-23-2000	'160 application <u>issued</u> as USPN 6066160.
5-4-2001	Pepe & Hazard's letter notifying Patent Owner c/o Alan Fell, Esq. (General Counsel) that Todd Sharinn, Esq., their in-house attorney who worked on the Quickie Account, would soon leave Pepe & Hazard to start his own firm and raised the question of responsibility for Quickie's files.
5-21-2001	Pepe & Hazard's letter to Todd Sharinn listing the files transferred to him, including subject '160 patent.
10-2-2002	Litigation filed: Quickie, L.L.C. v. Medtronic, Inc., 02 CIV1157(GEL) U.S.D.C., S.D.N.Y. (Pending).
10-22-2002	Todd S. Sharrin of Greenberg Traurig (Customer no. 32361) signed Change of Correspondence Address form and the "Fee Address" Indication form for the '160 patent, each filed in the USPTO and received on December 16, 2002 in the REEXAM UNIT. See Exhibit 8.
11-25-2002	First Reexamination Request (no. 90/006460) for the '160 patent filed by Medtronic, Inc. ( <b>'160 still in force</b> ).
3-4-2003	Power of Attorney to Robert E. Krebs <i>et al.</i> , "Revocation of Prior Power of Attorney" – "all powers of attorney previously given are hereby revoked." See Exhibits 3, 9 and 10.
11-23-2003	3 ½ years date to file maintenance fee without surcharge. Power of Attorney of record to Robert E. Krebs of Thelen, Reid & Priest, L.L.P. as of March 4, 2003.

12-2-2003	Attorney Robert E. Krebbs and Thelen, Reid & Priest directed the USPTO to address “all further communications” regarding the application of patent 6,066,160 to them.
5-23-2004	Last date to timely pay first maintenance fee.
<b>5-24-2004</b>	<b>'160 Patent Expired</b>
6-16-2004	Thelen, Reid & Priest prosecuted both the 1 <sup>st</sup> and 2 <sup>nd</sup> Reexamination Requests filed by Medtronic, Inc. (no. 90/007085) for the '160 patent until 7-11-06. See Exhibits 10 and 11. <b>The two-year window for timely filing a 37 CFR 1.378 unintentional petition commenced 5-24-2004 and expired 5-24-2006.</b>
12-9-2004	1 <sup>st</sup> and 2 <sup>nd</sup> Reexamination Requests filed by Medtronic, Inc. are merged by the USPTO.
1-11-2005	'160 patent original claims errantly amended by Patent Owner's counsel of record: Thelen, Reid & Priest, Robert E. Krebs. See Exhibit 14.
6-20-2005	'160 patent claims errantly amended by Patent Owner's counsel of record: Thelen, Reid & Priest, Robert E. Krebs. See Exhibit 14.
6-21-2005	Robert E. Krebs and Dr. Stephen Colvin met with examiner Julian Woo to conduct an interview in person.
5-23-2006	Last day to file reinstatement petition under Rule 378, unintentional provision.
7-23-2006	Patent Owner first learned/told that the '160 patent had expired, via an e-mail from Michael J. Girald, Senior Director of Research and Development at St. Jude Medical, Inc., as Patent Owner was negotiating with him.
7-24-2006	Patent Owner forwarded Mr. Girald's e-mail to Patent Owner's general business attorney, Mr. Allen Fell, Esq. who shortly thereafter, circa August 2, 2006, acquired Patent Counsel to fully investigate the expiration.

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**09/198,087 PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINAMALLY INVASIVE SURGERY AND TO FACILITATE STANDARD TISSUE SECURING**

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## Transaction History

Date	Transaction Description
06-07-2004	Correspondence Address Change
04-02-2003	Correspondence Address Change
04-02-2003	Change in Power of Attorney (May Include Associate POA)
12-17-2002	Correspondence Address Change
11-06-2002	Correspondence Address Change
12-10-1999	Workflow - File Sent to Contractor
05-23-2000	Recordation of Patent Grant Mailed
05-11-2000	Issue Notification Mailed
01-06-2000	Issue Fee Payment Verified
04-28-2000	Workflow - Complete WF Records for Drawings
12-17-1999	Workflow - Drawings Finished
12-17-1999	Workflow - Drawings Matched with File at Contractor
01-23-2000	Application Is Considered Ready for Issue
12-17-1999	Workflow - Drawings Received at Contractor
12-17-1999	Workflow - Drawings Sent to Contractor
10-26-1999	Mail Notice of Allowance
10-26-1999	Notice of Allowance Data Verification Completed
10-12-1999	Date Forwarded to Examiner
08-18-1999	Response after Non-Final Action
07-22-1999	Mail Non-Final Rejection
07-19-1999	Non-Final Rejection
11-23-1998	Information Disclosure Statement (IDS) Filed
01-26-1999	Case Docketed to Examiner in GAO
12-30-1998	Application Dispatched from OIPE
12-09-1998	IFW Scan & PACR Auto Security Review
11-27-1998	Initial Exam Team nn

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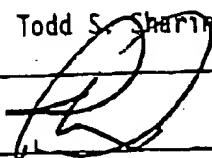
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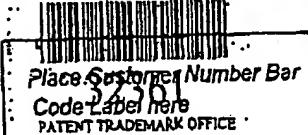
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Burden Hour Statement: This collection of information is required by 37 CFR 1.363. This information is used by the public to submit (and by the USPTO to process) payment of patent maintenance fees. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 0.08 hours to complete, including gathering, preparing, and submitting the complete payment of maintenance fees. Time will vary depending on the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND THEM TO: Assistant Commissioner for Patents, Washington, DC 20231.  
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**CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)**

Applicant(s): Colvin et al.

Docket No.

51822.010700

Serial No.  
09/198,087Filing Date  
November 23, 1998Examiner  
Gary JacksonGroup Art Unit  
3731Invention: **PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY  
AND TO FACILITATE STANDARD TISSUE SECURING**I hereby certify that this Change of Correspondence Address, Fee Address Indication Form & Post Card  
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Assistant Commissioner for Patents, Washington, D.C. 20231 on October 22, 2002  
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P07A/REV03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

Commissioner for Patents

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
(REVOCATION OF PRIOR POWERS)

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following attorney(s) and/or agent(s) are hereby appointed to prosecute and  
transact all business in the Patent and Trademark Office connected therewith.

Robert E. Krebs, Registration No. 25,885; David B. Ritchie, Registration No. 31,562; Marc S. Hanish, Registration  
No. 42,626; John P. Schaub, Registration No. 42,125; Adrienne Yeung, Registration No. 44,000; Steven J.  
Robbins, Registration No. 40,299; Thierry K. Lo, Registration No. 49,097; William Samuel Niece, Registration No.:  
47,824; J. Davis Glimer, Registration No. 44,711; William E. Winters, Registration No. 42,232; Masako Ando, (37  
C.F.R. §10.9 (b)); and John Klaas Uilkema, Registration No. 20,282; Becky L. Troutman, Registration No. 36,703;  
Hal J. Bohner, Registration No. 27,856;

Quickie, LLC

(type or print identity of assignee of entire interest)

3 New York Plaza  
Attn: Alan Fell  
New York, NY 10004

Address

Recorded in PTO on 11/23/1998  
Reel 9608  
Frame 0640

ASSIGNEE STATEMENT

The undersigned states that he is authorized to act on behalf of the assignee.

Aubrey C. Gallaway  
Signature

Aubrey C. Gallaway

(type or print name of person authorized to sign  
on behalf of assignee)

Managing Partner  
Title

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

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EXAMINER: Woo, J.

ART UNIT: 3731

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark  
Office to Director for Patents, Fax No. (703) 872-9306 on the date printed below:

Date: 12/5/03

Name: Annette Valdivia

Annette Valdivia

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICE

Please change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,

THELEN REID & PRIEST LLP

  
Robert E. Krebs  
Reg. No. 25,885

Dated: 12/2/03

225 West Santa Clara Street, Suite 1200  
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**F A X C O V E R P A G E**

Date: December 5, 2003

Total Pages: 2  
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To: Commissioner for Patents  
USPTOFax: 703.872.9306  
Phone:**OFFICIAL**

From: Annette Valdivia

Fax:  
Phone: 408/282-1818  
E-Mail: [avaldivia@thelenreid.com](mailto:avaldivia@thelenreid.com)**CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8**

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Director for Patents, Fax No. (703) 872-9306 on the date printed below.

Date: 12/5/03Signature: Annette Valdivia  
Annette Valdivia

RE: Control No. 90/006,460

Filed: November 25, 2002

Docket No: 034521-003

Dear Sir or Madam:

Respectfully submitted is the following:

1. Change of attorney docket number and change of address notice

If you have any questions, please do not hesitate to contact us.

Regards,  
Annette Valdivia

In case of a problem with this transmission, please call the Fax Operator at 408.282.1866

JOB #	ATTORNEY #	CLIENT-MATTER	RETURN TO	ROOM #
	40935	034521-003		

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Attorney Docket No. 034521-003

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

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CONTROL NO.: 90/006,460

DEC 05 2003

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

OFFICIAL

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

## CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

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Date: 12/5/03

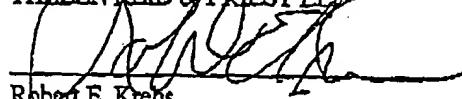
Name: Annette Valdivia  
Annette ValdiviaCOMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICEPlease change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
 Thelen Reid & Priest LLP  
 P.O. Box 640640  
 San Jose, CA 95164-0640  
 Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,

THELEN REID &amp; PRIEST LLP

  
 Robert E. Krebs  
 Reg. No. 25,885
Dated: 12/2/03



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

CHANGE OF ADDRESS/POWER OF ATTORNEY

FILE LOCATION 9200 SERIAL NUMBER 09198087 PATENT NUMBER 6066160

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THE PRACTITIONERS OF RECORD HAVE BEEN CHANGED TO CUSTOMER # 26614

THE FEE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 26614

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PEPE & HAZARD, LLP  
GOODWIN SQUARE  
225 ASYLUM ST.  
HARTFORD CT 06103

AND THE PRACTITIONERS OF RECORD FOR CUSTOMER NUMBER 26614 ARE:

18637 42144

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DECLARATION AND POWER OF ATTORNEY

We, STEPHEN COLVIN, EUGENE GROSSI, ALLAN KATZ, and PAUL ODDO, hereby declare that we are citizens of the United States of America and residents of New York, New York, New York, Freeport, New York, and Freeport, New York,; and that our Post Office Addresses are 1775 York Avenue, Apt. 32B, New York, New York 10028; 530 East 83rd Street, New York, New York 10028; 700 Miller Avenue, Freeport, New York 11520; and 216 Garfield Street, Freeport, New York, 11520 respectively; that we believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled

PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE  
IN MINIMALLY INVASIVE SURGERY AND TO  
FACILITATE STANDARD TISSUE SECURING

the specification of which is attached hereto.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

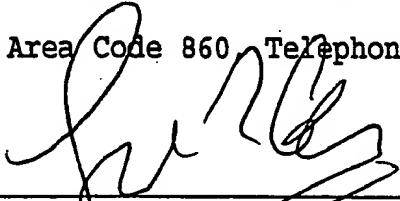
We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or

imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

We hereby appoint Todd S. Sharinn, Registration No. 42,144, whose Post Office Address is Pepe & Hazard LLP, 225 Asylum Street, Hartford, Connecticut 06103, our attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith. Address all correspondence to Todd S. Sharinn at the aforesaid address and direct all telephone calls to him at Area Code 860 Telephone No. 241-2631.

11/17/98

Date

  
STEPHEN COLVIN  
Residence Address:  
1775 York Avenue, Apt. 32B  
New York, New York 10028

11/17/98

Date

  
EUGENE GROSSI  
Residence Address:  
530 East 83rd Street  
New York, New York 10028

n/17/98

Date

  
ALLAN KATZ  
Residence Address:  
700 Miller Avenue  
Freeport, New York 11520

Date

11/17/98

PAUL ODDO

Residence Address:  
216 Garfield Street  
Freeport, New York 11520

JOSEPH T. MINUTELLO  
Notary Public, State of New York  
No. 4899569

Qualified in New York County  
Commission Expires 8/20/99.

*Joseph T. Minutello*

00000000000000000000000000000000

## KNOTLESS SUTURING SYSTEM LICENSE AND DEVELOPMENT AGREEMENT

THIS LICENSE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 5<sup>th</sup> day of November, 1998 to be effective as of such date (the "Effective Date"), between Quickie, LLC, a New York limited liability company (hereinafter collectively referred to as the "Licensor"), and Medtronic, Inc., a Minnesota corporation (hereinafter referred to as "Medtronic").

### RECITALS:

WHEREAS, Medtronic designs, develops and manufactures medical devices and has developed expertise and intellectual property in the cardiovascular, vascular and neurological field.

WHEREAS, the Licensor has expertise in the areas of cardiac surgery.

WHEREAS, the Licensor has developed concepts for certain novel technologies which relate to surgical attachment techniques for use in attaching prosthetic, bioprosthetic, or homographic devices to soft tissue in connection with cardio-thoracic surgery in humans.

WHEREAS, Medtronic and the Licensor desire to enter into this Agreement wherein the Licensor and Medtronic will agree to cooperate in the development of systems, devices and methods for knotless securing of sutures.

WHEREAS, the Licensor desires to grant to Medtronic certain license rights with respect to the concepts and the products which may be created through development work performed under this Agreement.

### AGREEMENT:

In consideration of the representations, warranties, covenants and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 "Affiliate" of a specified person means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. "Control" shall mean ownership of more than 50% of the shares of stock entitled to vote for the election of directors in the case of a corporation, and more than 50% of the voting power in the case of a business entity other than a corporation.

1.2 "Commercial Approval" means the United States Food and Drug Administration's ("FDA's") approval of any Royalty Product for commercial sale by Medtronic.

1.3     "Development Project" means the research and development process to be conducted by the parties for development of the Product.

1.4     "Expiration" or "Expired" shall mean, with respect to a particular patent, the expiration, abandonment, cancellation, disclaimer, award to another party other than the Lessor, its employees or representatives or a licensor to the Lessor in an interference proceeding, by a court or other authority of competent jurisdiction, which is not subject to further appeal or declaration of invalidity or unenforceability by a court or other authority of competent jurisdiction (including rejection in a re-examination or re-issue proceeding) of such patent, which is not subject to further appeal. "Unexpired" shall mean a patent that has not Expired.

1.5     "Field of Use" means all applications in the area of cardiovascular medicine.

1.6     "First Commercial Release" means approval by Medtronic of a Royalty Product for commercial sale in any country pursuant to Medtronic's customary commercial release executive approval procedures and guidelines.

1.7     "Intellectual Property" means U.S. and foreign patents and patent applications, know-how, trade secrets, inventions, discoveries and technical information including but not limited to information embodied in drawings, designs, copyrights, copyright applications, trademarks and trademark applications, material specifications, processing instructions, formulas, equipment specifications, product specifications, confidential data, computer software, electronic files, research notebooks, invention disclosures, research and development reports and the like related thereto and all amendments, modifications, and improvements to any of the foregoing.

1.8     "Inventions" means any invention, discovery, idea, know-how, trade secret, data, information, technology, process or concept, whether or not patented or patentable, and whether or not memorialized in writing.

1.9     "Joint Inventions" means any invention, discovery, idea, know-how, trade secret, data information, technology, process or concept, whether or not patented or patentable, and whether or not memorialized in writing, which are jointly developed by Medtronic and the Lessor as a result of the work performed as part of the Development Project.

1.10    "Net Sales of Royalty Products" for a particular period means the amounts that Medtronic (or any sublicensee of Medtronic's license rights hereunder) is paid by third parties (eliminating transactions among Affiliates within Medtronic, or within such sublicensees) for commercial sales (excluding sales for use in clinical trials or other testing purposes) of Royalty Products during such period, and excluding the following "Invoice Adjustments": (i) discounts and allowances, (ii) credits or repayments due to rejections, defects or returns, and (iii) net of amounts previously included in Net Sales of Royalty Products that were written-off by Medtronic or such sublicensee of Medtronic during such period as uncollectible. If Medtronic or any Affiliate of Medtronic sells at a single price or rate a

combination or package of products, not all of which if sold individually would be Royalty Products, then "Net Sales of Royalty Products" with respect to such sales of combination or package of products shall equal the number of units of Royalty Products sold as part of a combination or package of products multiplied by the respective average net selling price during the applicable royalty payment period of the same type of Royalty Products sold individually (excluding Invoice Adjustments). Net Sales which are denominated in currencies other than U.S. Dollars shall be converted into U.S. Dollars according to Medtronic's standard accounting policy for conversion of foreign currencies.

1.11 "Product" means any device and/or method for the knotless securing of sutures which comprises drawing the sutures through a channel which is housed within a freestanding member or incorporated within a prosthetic device, the channel having either:

- (a) at least one inflexible ridge located within the channel and shaped and oriented so as to radially divert the path of the suture within the channel thereby permitting the passage of the suture in a single direction while opposing any movement of the suture in the opposite direction, or
- (b) a cavity, which is shaped and sized to house a freely moving member therein, and which has at least one mating receptacle which is positioned on a wall of the cavity so as to facilitate a mating relationship between the member and the mating receptacle, thus ensuring the passage of the suture in a single direction while opposing any movement of the suture in the opposite direction.

Medtronic acknowledges that Lessor's Intellectual Property may be broader in scope than the Product, as defined herein.

1.12 "Royalty Product" means any commercially released product sold by Medtronic in the Field of Use that embodies any Developed Technology.

1.13 "Developed Technology" means Intellectual Property, Inventions or Joint Inventions pertaining to the Product (as defined above), within the Field of Use, that are conceived, designed, or developed from or through the work performed by the parties under the Development Project, whether jointly or solely. Developed Technology shall not include any Intellectual Property or Inventions which do not pertain to the Product (as defined above) and which a party can demonstrate by competent evidence were not conceived, designed, or developed from or through the work performed by the parties under the Development Project, whether jointly or solely.

## ARTICLE 2 PROJECT DESCRIPTION

2.1 Development. Medtronic and the Lessor will use their reasonable best efforts to conduct the Development Project to develop the Product for use in attaching prosthetic, bioprosthetic, or homographic devices to soft tissue in connection with cardio-thoracic surgery in humans.

2.2 Development Contacts. Each party will identify one person who will be serve as the primary contact for all communications relating to the Development Project. The persons so identified will periodically, but no less than quarterly, provide a report to the Licensor and Medtronic setting forth a summary of the work performed under the Development Project.

2.3 Alternative Development. Nothing in this Agreement or the Development Project will limit either party's ability to develop systems, devices or methods for knotless securing of sutures by any technique or technology that is outside the scope of the Development Project and does not employ Developed Technology, even if such efforts could develop products that compete with the Royalty Product.

### ARTICLE 3 DEVELOPMENT FUNDING

3.1 Development Funding. Medtronic shall be responsible for payment of all costs incurred by it in implementing the Development Project. Medtronic shall reimburse the Licensor for its costs incurred in participating in the Development Project to the extent such costs are approved in writing, in advance, by Medtronic.

3.2 Travel Reimbursement. In addition to the amounts to be paid to the Licensor pursuant to section 4.1, Medtronic will reimburse the Licensor for reasonable travel and lodging expenses incurred specifically at Medtronic's request and approved in advance by Medtronic.

3.3 Payment. Reimbursement of all costs under this Agreement will be made within 30 days of Medtronic's receipt of an invoice and supporting receipts from the Licensor.

### ARTICLE 4 INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property. All Intellectual Property of Medtronic existing on the Effective Date shall be and remain the property of Medtronic. All Intellectual Property of the Licensor existing on the Effective Date shall be and remain the property of the Licensor. Any Intellectual Property developed solely by employees of the Licensor, or consultants working for the Licensor under this Agreement, shall be the property of the Licensor subject to the license rights granted Medtronic under this Agreement. All Developed Technology, whether Joint Inventions or otherwise, shall be the property of the Licensor and Medtronic agrees to execute all documents necessary to vest sole ownership of such Developed Technology in the Licensor, subject to the license rights granted Medtronic under this Agreement.

4.2 Licensor Assurance of Transfer. The Licensor shall ensure that all employees, consultants and third parties who perform any portion of the Licensor's development obligations under this Agreement have entered into written agreements with the Licensor whereby such employee, consultant or third

party assigns to the Lessor all ownership rights in any Intellectual Property made or developed by such employee, consultant or third party in the course of such development work for the Lessor.

4.3 Medtronic Assurance of Transfer. Medtronic shall ensure that all employees, consultants and third parties who perform any portion of Medtronic's development obligations under this Agreement have entered into written agreements with Medtronic whereby such employee, consultant or third party assigns to Medtronic all ownership rights in any Intellectual Property made or developed by such employee, consultant or third party in the course of such development work for Medtronic.

4.4 Patent Prosecution. The Lessor shall file, prosecute, and maintain all U.S. and foreign patents related to the Developed Technology it deems appropriate to obtain in its sole discretion and at its sole expense. The Lessor will provide Medtronic with a copy of any of its patent applications on the Product and will keep Medtronic advised of the progress of any patent prosecution as it relates to the Field of Use. Medtronic shall be entitled to provide the Lessor non-binding input on such prosecution.

4.5 Prosecution of Infringement of Developed Technology.

(a) Each of Medtronic and the Lessor shall promptly notify the other if it knows or has reason to believe that rights to the Developed Technology are being infringed or misappropriated by a third party within the Field of Use or that such infringement or misappropriation is threatened. The Lessor shall, after learning of and investigating such alleged infringement or misappropriation, send notice to the Medtronic electing to do one of the following: (i) prosecute such alleged infringement or misappropriation for the Lessor's own account; (ii) offer Medtronic the choice of participating in such prosecution, or (iii) decline to prosecute such alleged infringement or misappropriation.

(b) If the Lessor elects to prosecute such alleged infringement or misappropriation for its own account pursuant to (a)(i) above, the Lessor shall be solely responsible for payment of all of its own costs of prosecution and of negotiating settlement, and shall retain all proceeds from such prosecution. Medtronic shall have the right, at its own expense, to join the Lessor as a party plaintiff to any such proceeding if Medtronic believes it is necessary to successfully prosecute such infringement or misappropriation.

REDACTED

(d) If the Lessor elects not to prosecute pursuant to (a)(iii) above, Medtronic may, at its option, prosecute such alleged infringement or misappropriation for its own account, in which event

Medtronic shall be solely responsible for all costs of prosecution and of negotiating settlement and shall retain all proceeds from such prosecution.

#### ARTICLE 5 LICENSE TO MEDTRONIC

5.1 Grant of License. Subject to the terms and conditions of this Agreement, the Lessor hereby grants to Medtronic an irrevocable, worldwide, exclusive license to the Developed Technology to make, have made, use, sell and have sold Royalty Products incorporating or utilizing, and otherwise to commercialize and exploit, the Developed Technology in the Field of Use.

5.2 Term of License. Subject to the terms and conditions of this Agreement, this Agreement and the license granted under Section 6.1 shall continue until such time as all the last of the patents issued for Products under the Developed Technology have Expired, or, if no patents have issued, until the date ten (10) years after the first commercial sale of a Royalty Product, at which time the exclusive license rights of Medtronic set forth in Section 5.1 shall be deemed to be converted into a perpetual, fully paid, exclusive, worldwide, irrevocable royalty-free license to make, have made, use, sell and have sold Products embodying any of the Developed Technology in the Field of Use.

#### ARTICLE 6 LICENSE AND ROYALTIES PAYMENTS

6.1 Pre-paid Royalties. In consideration of the Lessor's entering into this Agreement and granting Medtronic certain rights to the Developed Technology and subject to the termination provisions of Section 9(a), below, Medtronic agrees to make the following payments:

REDACTED

The payments identified above shall be deemed pre-paid royalties and accounted for pursuant to Section 6.4, below.

6.2 Royalty. Commencing with the First Commercial Release of a Royalty Product, Medtronic shall pay to the Licensor a royalty on Net Sales of Royalty Products to customers. The Royalty Rate paid by Medtronic shall be determined as follows:

REDACTED

6.3 Reports and Payments. Within thirty (30) days after the end of each Medtronic Fiscal Quarter (July 31, October 31, January 31, and April 30), Medtronic shall provide the Licensor with a written report indicating the amount of Net Sales of Royalty Products during such preceding Quarter and the amount of the royalties due for such Quarter. Simultaneously with making such report, Medtronic shall pay to the Licensor the amount of royalties then due. Royalties payable to the Licensor by Medtronic from non-U.S. Net Sales of Royalty Products shall be paid in U.S. currency to be converted from foreign currency at the exchange rate used by Citibank of New York, in effect the first day of each month included in the Quarter in which the royalty payment is due the Licensor.

6.4 Offsetting Pre-Paid Royalties. All pre-paid royalties paid pursuant to Section 6.1 shall be offset as a credit against royalties due and owing pursuant Section 6.2 pursuant to the following terms:

From date of the first commercial sale of a Royalty Product through the date thirty-six (36) months after Commercial Approval (the "Initial Payment Period"), one half of the royalties earned will be off-set against pre-paid royalties and one half will be paid to the Licensor. If at any time during the Initial Payment Period the pre-paid royalty balance reaches zero, payment of the full royalty as set forth in Section 6.2, above, will commence. If at the end of the Initial Payment Period a pre-paid royalty balance remains, the full amount of royalties due going forward will be off-set against pre-paid royalties until the balance is zero. At that point the payments to the Licensor will resume as set forth in Section 6.2.

6.5 Records. Medtronic agrees to keep accurate written records sufficient in detail and in accordance with generally accepted accounting principles, to enable the royalties payable under this Agreement by Medtronic to be determined and verified. Such records for a particular Quarter shall be retained by Medtronic for a period of not less than five years after the end of such Quarter.

6.6 Audit of Records. Upon reasonable notice and during regular business hours, Medtronic shall from time to time (but no more frequently than once quarterly) make available the records referred to in Section 5.3 for audit at the Lessor's expense by independent auditors to verify the accuracy of the reports provided to the Lessor. In the event such audit discloses that the fees previously paid or reported as due to the Lessor have been under-paid and/or under-reported as of the date of the audit, then Medtronic shall immediately pay the difference and all expenses incurred by the Lessor in performing the audit to the Lessor.

## ARTICLE 7 COMMERCIALIZATION OF PRODUCTS

7.1 Regulatory Approval. Medtronic shall be responsible for obtaining all regulatory approvals for Royalty Products arising from the Developed Technology under this Agreement. Determination of which regulatory approvals to obtain for the Royalty Products shall be at the sole discretion of Medtronic. The Lessor will, at Medtronic's request and expense, assist Medtronic with the approval process as needed. The Lessor shall furnish all information and documents in its possession or control which may be required to comply with United States Food and Drug Administration rules and regulations with respect to Royalty Products arising from the Developed Technology.

7.2 Manufacture. Medtronic shall be responsible for the manufacture of Royalty Products. All manufacturing of Royalty Products shall be conducted in compliance with all applicable laws and regulations and in accordance with Medtronic's customary quality procedures.

7.3 Indemnification. Medtronic agrees to and shall indemnify and hold harmless the Lessor (including its principals, employees, agents, officers, and directors) from and against any and all claims, demands, costs, expenses, judgments, and liabilities (including but not limited to attorney's fees) arising out of or relating to the use, manufacture, sale, sublicensing, and development of the Royalty Products manufactured or sold by Medtronic or any of its Affiliates.

7.4 Technology Transfer. The Lessor shall, upon Medtronic's request from time to time, after completion of development milestones, provide to Medtronic, at reasonable expense to Medtronic, drawings, specifications, processes, materials, and any manufacturing procedures and such other documentation and know-how as is reasonably necessary or useful to enable Medtronic to fully utilize the license granted to Medtronic under this Agreement.

7.5 No Assurance. Neither the Lessor, nor Medtronic make any representation or warranty that the Developed Technology will be suitable for use in humans or can or will be developed satisfactorily for Commercial Approval or continued sale thereafter. The Lessor and Medtronic acknowledge that

Medtronic and its Affiliates are and will continue to be engaged in developing and exploiting technologies, processes and products which are similar to or competitive with the Developed Technology; except for the restrictions on use of Confidential Information contained in this Agreement, nothing herein is intended to limit Medtronic or its Affiliates from continuing such development or exploitation for Medtronic's benefit and such development and exploitation will be without obligation to the Licensor, except as otherwise provided for under this Agreement.

#### ARTICLE 8 CONFIDENTIALITY

Medtronic and the Licensor agrees to make no use of the other party's Confidential Information or Trade Secrets other than as reasonably required to effectuate the purpose of this Agreement, and shall not divulge Confidential Information or Trade Secrets to any of its employees or staff not having a need for access to such Confidential Information or Trade Secrets and shall maintain in confidence Confidential Information and Trade Secrets with the same degree of care that would be exercised by a reasonable prudent person in similar circumstances.

Confidential Information means know-how, and unpublished information disclosed that does not rise to the status of Trade Secrets (whether before or during the term of this Agreement) by one of the parties (the "disclosing party") to the other party (the "receiving party") or generated under this Agreement, excluding information which:

- (a) was already in the possession of receiving party prior to its receipt from the disclosing party (provided that the receiving party is able to provide the disclosing party with reasonable documentary proof thereof);
- (b) is or becomes part of the public domain by reason of acts not attributable to the receiving party;
- (c) is or becomes available to receiving party from a source other than the disclosing party which source, to the best of receiving party's knowledge, has rightfully obtained such information and has no obligation of non-disclosure or confidentiality to the disclosing party with respect thereto;
- (d) is made available by the disclosing party to a third party unaffiliated with the disclosing party on an unrestricted basis;
- (e) has been independently developed by the receiving party without breach of this Agreement or use of any Confidential Information of the other party (provided that the receiving party is able to provide the disclosing party with reasonable documentary proof thereof); or

(f) is required by court or governmental order, law or regulation to be disclosed, provided, however, that the receiving party required to disclose such information shall provide the disclosing party with reasonable advance notice of any such proposed disclosure to give such party a reasonable period of time in which to seek confidential treatment of such disclosure to applicable authority or to applicable authorities regarding such disclosure.

Confidential Information shall not be disclosed or published during the term of this Agreement and for a period of nine (9) years after the termination of this Agreement for any reason. All Confidential Information and Trade Secrets disclosed by one party to the other under this Agreement shall be in writing and bear a legend "Company Proprietary," "Company Confidential," "Proprietary Information," "Confidential Information," "Trade Secrets" or words of similar import or, if disclosed in any manner other than writing, shall be preceded by an oral statement indicating that the information is Company proprietary, confidential or Trade Secrets, and shall be followed by transmittal of a reasonably detailed written summary of the information provided to the receiving party with identification as Confidential Information and Trade Secrets designated as above within thirty (30) days.

Trade Secrets means information of either party, including, but not limited to, methods, techniques, drawings and unpublished information which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The recipient of a Trade Secret shall not disclose or publish, other than as permitted herein or mutually agreed upon, a Trade Secret for as long as the information qualifies as a Trade Secret under applicable law.

#### ARTICLE 9 TERMINATION

This Agreement shall take effect on the date first written above and shall continue until the expiration of the Term of the License pursuant to Section 5.2 of this Agreement unless otherwise terminated as follows:

(a) Medtronic may, in its sole discretion, terminate this Agreement at any time effective upon written notice to the Licenser. Upon such termination, Medtronic shall only be liable for any payments then due and owing under Section 6, above. In the event Medtronic terminates this Agreement pursuant to this Section 9(a), the License granted herein shall revert to the Licenser and the Licenser shall be free to license the Developed Technology to a third party. The Licenser will also be entitled to retain all pre-paid royalties, royalties, and expenses paid through the date of termination. Upon such termination, the parties shall have no further obligation to each other under this Agreement, except for the Indemnification and Confidentiality obligations set forth herein.

(b) Notwithstanding any other terms of this Agreement, if, during the period Medtronic is required to pay royalties under this Agreement, Medtronic commercially releases a medical

device, pursuant to its customary commercial release executive approval procedures and guidelines, which device (i) has received Commercial Approval, as defined in this Agreement, (ii) incorporates any device and/or method for the knotless securing of sutures which is not within the definition of a Product set forth in Section 1.11, above, and (iii) competes or could compete with any Royalty Product sold by Medtronic under this Agreement, the Lessor may terminate this Agreement upon ten (10) days written notice to Medtronic. In the event of termination under this subsection, Medtronic shall have a period of six (6) months from the date of termination to complete manufacture of all work then in process and sell remaining inventory of Royalty Products, subject to the royalty obligations of Section 6, above. The six (6) month period may be extended for an additional six (6) months only upon terms agreed to by the parties in writing. Furthermore, if the termination under this subsection occurs within the five (5) year period following the First Commercial Release, Medtronic shall also pay to the Lessor, within thirty (30) days of the date of such termination, a sum equal to the total royalties paid to Lessor by Medtronic under this Agreement during the six (6) months immediately prior to the date of termination. Medtronic further agrees that the price it charges for Product after any termination pursuant to this subsection will not be less than ninety percent (90%) of the average selling price Medtronic charged for Product during the six (6) month period prior to the termination.

(c) If either party breaches any of the material terms, conditions or agreements of this Agreement, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the breaching party ninety (90) days notice in writing, particularly specifying the breach. Such notice of termination shall not be effective if the other party cures the specified breach within such 90-day period, or, in the case of breaches not reasonably curable within such 90 days, if such party commences the cure thereof within such 90 days and diligently thereafter prosecutes such cure.

(d) The Lessor may, by written notice to Medtronic, terminate this Agreement at any time, in the event of a failure by Medtronic to pay timely any royalty payments or any other payments that are required to be made to the Lessor hereunder, subject to notice by the Lessor of such failure and an opportunity for Medtronic to cure such failure. Medtronic shall have thirty (30) days from the date Medtronic receives such notice from the Lessor to make such payment.

(e) Either party may, by written notice to the other party, terminate this Agreement in the event that such other party becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership or otherwise loses legal control of its business.

(f) Notwithstanding any contrary foregoing provision, termination of this Agreement shall not relieve Medtronic from its obligation to make all royalty payments and reports with respect to Net Sales of Royalty Products occurring through the date of termination, including a final report, provided for herein. The Lessor shall have the right to make a final audit no sooner than forty-five (45) days and no later than one hundred twenty (120) days after receiving Medtronic's final report.

(g) If the Licensor terminates this Agreement under Sections (b), (c), or (d), above, the Licensor shall have the exclusive option, exercisable by written notice to Medtronic within sixty (60) days after such Termination to cause Medtronic to assign back to the Licensor all of Medtronic's right, title and interest to the Developed Technology. Notwithstanding such transfer to the Licensor, Medtronic shall be entitled to maintain copies of all data and records for purposes of Medtronic's regulatory compliance or Medtronic's responding to any legal or administrative claim or investigation. Upon such termination, the parties shall have no further obligation to each other under this Agreement, except for the Indemnification and Confidentiality obligations set forth herein.

(h) If Medtronic terminates this Agreement under Sections (b) or (d), above, Medtronic may, at its option and upon written notice to the Licensor, either (i) retain its exclusive license under Section 5.1, above, provided it continues to pay the royalties required by Section 6 or (ii) convert its license to a non-exclusive license, in which case it will no longer be required to pay the royalties required by Section 6. Upon such termination, the parties shall have no further obligation to each other under this Agreement, except for the Indemnification and Confidentiality obligations set forth herein.

(i) In the event of termination of this Agreement after First Commercial Release, Medtronic shall be entitled during the ninety (90) days immediately following the date of such termination to complete all work-in-process and sell its remaining inventory of Royalty Products, subject to the payment of royalties pursuant to Section 6 on Net Sales of such Royalty Products.

## ARTICLE 10 CERTAIN REPRESENTATIONS

10.1 Representations of the Licensor. The Licensor represents, warrants and covenants to Medtronic that:

(a) The Licensor (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of New York (ii) has full corporate power to conduct the operations in which it is presently engaged and to enter into and perform its obligations under this Agreement, and (iii) has all rights and privileges necessary to assign and license any Intellectual Property as may be required by this Agreement.

(b) The Licensor has taken all necessary corporate action under the laws of the State of New York and its charter, bylaws or other governing instruments to authorize the execution and consummation of this Agreement. This Agreement constitutes the valid and legally binding agreement of the Licensor, enforceable against the Licensor in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein or therein, will violate any provision of the charter, bylaws or other

governing instruments of the Licensor or any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or constitute a default under or result in termination of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which the Licensor is a party or by which the Licensor or any of its assets is bound.

(d) There are no actions, suits, claims, disputes or proceedings or governmental investigations pending or threatened against the Licensor or any of its Affiliates, either at law or in equity, before any court or administrative agency or before any governmental department, commission, board, bureau, agency or instrumentality, or before any arbitration board or panel which would materially impair its ability to enter or perform this Agreement. Neither the Licensor nor any of its officers, directors, employees or consultants has failed to comply with any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or other-governmental agency or instrumentality, domestic or foreign, which failure in any case would in any material respect impair any rights of Medtronic under this Agreement.

(e) There are no actions, suits, claims, disputes, proceedings, investigations, contracts, agreements, rules, or other obligations to which the Licensor or any individual members of the Licensor are either subject to or a party to which would prevent them or the Licensor from entering into this Agreement and fulfilling its terms and conditions, including, but not limited to, the assignment or license of Intellectual Property and the receiving of payments as provided for in this Agreement.

#### 10.2 Representations of Medtronic. Medtronic represents, warrants and covenants to the Licensor that:

(a) Medtronic, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has full corporate power to conduct the business in which it is presently engaged and to enter into and perform its obligations under this Agreement, including but not limited to, the assignment and license of Intellectual Property as may be required by this Agreement.

(b) Medtronic has taken all necessary corporate action under the laws of the state of its incorporation and its articles of incorporation and bylaws to authorize the execution and consummation of this Agreement. This Agreement constitutes the valid and legally binding agreements of Medtronic, enforceable against Medtronic in accordance with its respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein or therein will violate any provision of the articles and bylaws of Medtronic or any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or governmental agency or instrumentality, domestic or foreign, or conflict

with or result in any breach of any of the terms of or constitute a default under or result in termination of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which Medtronic is a party or by which Medtronic or any of its assets is bound.

## ARTICLE 11 MISCELLANEOUS

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors or assigns of the parties hereto; provided, that (i) the rights and obligations of the Licensor herein may not be assigned except to any person who succeeds to substantially all of the Licensor's business, and (ii) the rights and obligations of Medtronic herein may not be assigned except to any person who succeeds to all or a substantial portion of Medtronic's business to which this Agreement relates. Any attempted assignment of this Agreement in violation of this Section 10.1 shall be null and void.

11.2 Entire Agreement. This Agreement, including the Exhibits and any Attachments hereto and thereto constitute the entire agreement of the parties with respect to the subject matter of such agreements and supersede all previous proposals or agreements, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of such agreements.

11.3 Survival. All of the representations, warranties, and indemnification's made in this Agreement, and all terms and provisions hereof intended to be observed and performed by the parties after the termination hereof (to the extent specified herein), shall survive such termination and continue thereafter in full force and effect, subject to applicable statutes of limitations.

11.4 Amendment, Waiver, Discharge, etc. This Agreement may not be amended, released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties to this Agreement by their duly authorized representatives. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part of it or the right of either party after any such failure to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.5 Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party.

11.6 Titles and Headings; Construction. The titles and headings to Sections and Articles herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any

presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

11.7 Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their respective successors or permitted assigns, or sublicensees any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11.8 Notices. All notices or other communications to a party required or permitted hereunder shall be in writing and shall be delivered personally or by telecopy (receipt confirmed) to such party or shall be sent by a reputable express delivery service or by certified mail, postage prepaid with return receipt requested, addressed as follows:

to Medtronic: Medtronic, Inc.  
Tom Armitage, M.D.  
7000 Central Avenue N.E.  
Minneapolis, MN 55432

to Licensee: Quickie, LLC  
c/o Alan Feil, Esq.  
Rick Steiner, P.C.  
3 New York Plaza  
New York, NY 10004

copy to: Thomas A. Ehlinger, Esq.  
Medtronic, Inc. - MS300  
7000 Central Avenue N.E.  
Minneapolis, Minnesota 55432

11.9 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall nonetheless be enforceable according to their respective terms.

11.10 Execution of Further Documents. Each party agrees to execute and deliver without further consideration any further applications, licenses, assignments or other documents, and to perform such other lawful acts as the other party may reasonably request to fully secure and/or evidence the rights or interests herein.

11.11 Arbitration. Any dispute arising out of or relating to this Agreement or any breach hereof will first be submitted to an appointed representatives of each of the parties and if the representatives fail to resolve the dispute, such dispute shall be arbitrated in accordance with the rules of the American Arbitration Association. The results of such arbitration proceedings shall be binding upon the parties hereto, and judgment may be entered upon the arbitration award in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction. The venue for such arbitration and interim injunctive relief shall be the Southern District of New York.

11.12 Governing Law. This agreement shall governed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties has caused this License and Development Agreement to be executed in the manner appropriate to each.

MEDTRONIC, INC.

QUICKIE, LLC

By P. M. Laughlin  
Name Philip M. Laughlin  
Title President, Cardiac Surgery  
Date 11/27/98

By Audrey Galloway  
Name AUDREY GALLOWAY  
Title PRESIDENT  
Date OCT. 27, 1998

10/11/2008 12:12 FAX

018/019

SEP 09 '99 01:58PM HEART VALVES ADMIN 612 514 2891

P.2/2

SEP 09 '99 02:13PM Drs. Galloway & Steinberg 212-262-6880

P.02

Sep. 7, 1999 4:49PM LAW DEPT LITIGATION 612 514 9667

No. 3423 T. 2/2

F.N. 1086,461  
S.N. 02

### AMENDMENT

This AMENDMENT is made and entered into this 8<sup>th</sup> day of September, 1999, and amends the Xcelcon Subuting System License and Development Agreement entered into by and between Medtronic, Inc., a Minnesota corporation having offices at 7000 Central Avenue N.E., Minneapolis, 55432 USA (hereinafter referred to as "Medtronic"), and Quickie, LLC, a New York limited liability company (hereinafter referred to as "Licensor"), dated November 5, 1998.

The parties agree to amend the Agreement as hereinafter set forth.

- Section 6.1 shall be replaced in its entirety and amended as follows:

"6.1 Pre-paid Royalties. In consideration of the Licensor's entering into this Agreement and granting Medtronic certain rights to the Developed Technology and subject to the termination provisions of Section 9(3), below, Medtronic agrees to make the following payments:

REDACTED

The payments identified above shall be deemed pre-paid royalties and accounted for pursuant to Section 5.4, below."

- Except to the extent provided above, the remaining terms and conditions of the original Agreement shall remain in full force and effect.

MEDTRONIC, INC.

By James G. Foster  
Name JAMES G. FOSTER  
Title Vice Pres. & Gen. Mgr.  
Date 9/9/99

QUICKIE, LLC

By Andrew C. Galloway  
Name ANDREW C. GALLOWAY  
Title Pres. & CEO  
Date 7/8/99

P.2

4000

RICK, STEINER, P.C.

SEP 09 '99 12:54PM 212-262-6880

09/09/99 WED 11:33 FAX 212-220-1668

/11/2006 12:12 FAX  
Oct. 28, 1999 12:57PM LAW DEPT LITIGATION 612 514 8667

019/019

No. 5047 P. 2/2



**Medtronic**

**FAXED**

John W. Borg  
Vice President and Senior Counsel  
October 28, 1999

Alan Fall, Esq.  
Rick, Steiner, P.C.  
Three New York Plaza  
New York NY 10004

By FAX: (212) 422-0158

Dear Mr. Fall:

As you know, we have completed the wet lab regarding the "quickie" attachment mechanism. Jim Foster and Dr. Colvin have spoken about it, and Jim explained that, all things considered, it is a concept we can no longer support under the Agreement. Accordingly, we are exercising our option under the Agreement to end our support of the device, and will, of course, comply with the terms of the Agreement.

As Jim Foster indicated to Dr. Colvin, we would be pleased to meet and outline the factors that led to this decision. We would also like to meet to consider any other concepts Dr. Colvin's group may wish to discuss and, hopefully, continue this important collaborative effort to develop innovative products.

We know Dr. Colvin will soon return from Asia, and Jim suggested a meeting in New York City on November 3 to discuss these issues. A new Confidential Disclosure Agreement can be executed after we have discussed its specifics.

Please let us know if this date is okay, or, if not, can you provide alternative dates? We look forward to our meeting.

Sincerely,

MEDTRONIC, INC.

  
John W. Borg

cc:  
J. Foster

✓ M\N\Borg\83.doc

When Life Depends on Medical Technology

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www.medtronic.com

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# US District Court Civil Docket

**U.S. District - New York Southern  
(FS - Suspended)**

**2:02cv1157**

**Quickie, Lic v. Medtronic, Inc**

This case was retrieved from the court on Monday, April 04, 2005

Date Filed: 02/13/2002	Class Code:
Assigned To: Judge Gerard E Lynch	Closed: no
Referred To:	Statute: 35:271
Nature of suit: Patent (830)	Jury Demand: Plaintiff
Cause: Patent Infringement	Demand Amount: \$0
Lead Docket: None	NOS Description: Patent
Other Docket: None	
Jurisdiction: Federal Question	

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Plaintiff

## Attorneys

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Date	#	Proceeding Text
02/13/2002	1	COMPLAINT filed. Summons Issued and Notice pursuant to 28 U.S.C. 636(c). FILING FEE \$ 150.00 RECEIPT # 430326. (gmo) (Entered: 02/20/2002)
02/13/2002	2	RULE 1.9 CERTIFICATE filed by Quickie, L.L.C. . (gmo) (Entered: 02/20/2002)
02/13/2002	--	Magistrate Judge Michael H. Dolinger is so designated. (gmo) (Entered: 02/20/2002)
04/11/2002	3	STIPULATION and ORDER, reset answer due for 4/26/02 for Medtronic, Inc. ( signed by Judge Gerard E. Lynch ) (kw) (Entered: 04/12/2002)
04/12/2002	4	AFFIDAVIT OF SERVICE of summons and complaint as to Medtronic, Inc. by mail and facsimile to counsel on 3/15/02 . . (bai) (Entered: 04/17/2002)
04/24/2002	5	NOTICE OF MOTION by Medtronic, Inc. for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice . Return Date 6/4/02 at 9:30. Affidavits of Chryssa V. Valletta, Raphael V. Lupo, Donna M. Tanguay, Brain E. Ferguson and Steven K. Shahida in support attached. (bai) (Entered: 04/26/2002)
04/24/2002	6	RULE 1.9 CERTIFICATE filed by Medtronic, Inc. . (bai) (Entered: 04/26/2002)
04/24/2002	7	ANSWER to Complaint and COUNTERCLAIM by Medtronic, Inc. against Quickie, L.L.C. ; Firm of: Will & Emery by attorney Chryssa V. Valletta for defendant Medtronic, Inc. (bai) (Entered: 04/26/2002)
05/02/2002	--	Memo endorsed on motion; that the Court is granting the [5-1] motion for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice. ( signed by Judge Gerard E. Lynch ); Copies mailed. FORWARDED DOCUMENT TO ATTORNEY ADMISSIONS CLERK. (tp) (Entered: 05/02/2002)
05/15/2002	--	CASHIER'S OFFICE REMARK on [5-1] motion for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice in the amount of \$100.00 paid on 05/03/02 Receipt # 437903. (djc) (Entered: 05/15/2002)
05/22/2002	8	SCHEDULING ORDER: Discovery pertaining to claims construction shall be completed by June 14, 2002; The parties shall submit simultaneous Markman briefs by July 1,2002; Reply briefs shall be submitted by both parties no later than August 1, 2002. ( signed by Judge Gerard E.

- Lynch ); Copies mailed. (jco) (Entered: 05/22/2002)
- 07/03/2002 10 MEMORANDUM OF LAW by Quicke, L.L.C. re: claim construction. (dle) (Entered: 07/11/2002)
- 07/03/2002 11 DECLARATION of Todd S. Sharinn by Quicke, L.L.C. in support Re: [10-1] memorandum . (dle) (Entered: 07/11/2002)
- 07/03/2002 12 OPENING BRIEF by Medtronic, Inc. re:claim construction issues (Markman Brief). (dle) (Entered: 07/11/2002)
- 07/03/2002 13 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support Re: [12-1] opposition memorandum . (dle) (Entered: 07/11/2002)
- 07/09/2002 9 Memo-Endorsement on letter addressed to Ms. Joellen Valentine from Todd S. Sharinn, dated 7/1/02: Granting the parties extension until 7/3/02 to file and serve their Markman briefs . ( signed by Judge Gerard E. Lynch ); Copies mailed. (tp) (Entered: 07/11/2002)
- 08/01/2002 14 REPLY BRIEF by Medtronic, Inc. re: claim construction issues (Markman brief) (yy) (Entered: 08/06/2002)
- 08/01/2002 15 REPLY MEMORANDUM by Quickie, L.L.C. re: claim construction. (yy) (Entered: 08/06/2002)
- 08/01/2002 16 DECLARATION of Todd S. Sharinn by Quickie, L.L.C. in support Re: [15-1] reply memorandum . (yy) (Entered: 08/06/2002)
- 10/02/2002 17 ORDER; that Quickie filed this patent infringement action on 2/13/02, claiming that Medtronic, Inc, with whom it had previously entered into an agreement for the "mutual exchange of confidential information concerning the development, manufacture, and marketing of certain technologies", infringed the '160 Patent by selling a device for retaining sutures. Having briefs and appeared for a Markman hearing on 9/4/02, to discuss the key disputed terms, the action is now before the Court on claim construction; the Court rejects defendant's construction of the disputed terms and adopts plaintiff's construction, with the limitation that "aperture" encompasses not any opening, but rather one that creates a spatial relationship between the movable cam and aperture walls, as described in the patent, that capture of the cam within the aperture . ( signed by Judge Gerard E. Lynch ); (pl) (Entered: 10/07/2002)
- 11/01/2002 18 Transcript of record of proceedings before Judge Gerard E. Lynch 9/4/02. (kw) (Entered: 11/01/2002)
- 11/04/2002 19 STIPULATION and ORDER; that the attorneys of record for plaintiff in this action shall be changed and that Thelen Reid & Priest LLP with offices located at 40 West 57th Street, N.Y.C., be substituted for Greenberg Traurig with offices located at 885 Third Avenue, N.Y.C., as attorneys of record for such plaintiff herein . ( signed by Judge Gerard E. Lynch ) (pl) (Entered: 11/07/2002)
- 11/08/2002 20 NOTICE of CHANGE of ADDRESS by Quickie, L.L.C. Thelen Reid & Priest LLP will be moving to a new address at: Thelen Reid & Priest LLP, 875 Third Avenue, New York, NY, 10022, (212) 603-2000, Fax (212) 603-2001. (sb) (Entered: 11/14/2002)
- 11/26/2002 21 NOTICE OF MOTION by Medtronic, Inc. for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings . Return Date not indicated. Affirmation of Brian E. Ferfuson along with exhibits is attached. (tp) Modified on 12/04/2002 (Entered: 12/04/2002)
- 11/26/2002 22 MEMORANDUM OF LAW by Medtronic, Inc. in support of [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings. (tp) (Entered: 12/04/2002)
- 12/16/2002 23 Memo-Endorsement on letter addressed to Judge Lynch from Chryssa V. Valletta, dated 12/10/02. Re: counsel for dft request to set the foregoing scheduling order deadlines: Quickie L.L.C.'s opposition papers to be filed and served on 12/24/02 and Meltronics reply papers to be filed and served on 1/14/03. Application granted , Meltronic request that your Honor endorse said letter so that the proper exhibit # 10 (annexed to said letter) may become part of the Court Record. Application granted . ( signed by Judge Gerard E. Lynch ) (db) (Entered: 12/20/2002)
- 12/24/2002 24 OPPOSITION by Quickie, L.L.C. to [21-1] motion for an Order staying this litigation,pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings (Filed in the night deposit on 12/24/02 at 3:57 p.m.) (ae) (Entered: 12/26/2002)
- 12/24/2002 25 (COPY) AFFIDAVIT of Mark Fox Evans by Quickie, L.L.C. in support of [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings . (Filed in the night deposit on 12/24/02 at 3:57 p.m.) (ae) (Entered: 12/26/2002)
- 01/14/2003 26 REPLY MEMORANDUM by Medtronic, Inc. in support re: [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination

- proceedings . (djc) (Entered: 01/21/2003)
- 01/23/2003 27 ORDER; denying [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings; Discovery is to be completed by 6/20/03. Extensions of the discovery schedule will be disfavored ; A status conference will be held at 10:30 a.m. on 6/27/03. A date for trial, or a schedule for the filing of dispositive motions, will be set at that time . ( signed by Judge Gerard E. Lynch ) (jco) (Entered: 01/27/2003)
- 02/26/2003 28 NOTICE OF MOTION by Medtronic, Inc. for an order pursuant to Rule 1.3(c) of the FRCP permitting Charles R. Work to appear pro hac vice . Affidavit of Charles R. Work in support of motion attached. No Return Date indicated. (db) (Entered: 02/27/2003)
- 03/11/2003 29 STIPULATION and ORDER: the discovery deadline is extended by sixty (60) days, to and including 8/20/03, and the status conference be extended to 8/22/03 at 11:00 a.m. . ( signed by Judge Gerard E. Lynch ) (db) (Entered: 03/13/2003)
- 03/14/2003 30 Memo endorsed on copy of motion; granting [28-1] motion for an order pursuant to Rule 1.3 (c) of the FRCP permitting Charles R. Work to appear pro hac vice. ( signed by Judge Gerard E. Lynch ); forwarded this document to the Attorney Admissions Clerk. (pl) (Entered: 03/17/2003)
- 03/27/2003 31 Case Management Plan: Joining of parties 6/2/03, amending of pleadings on 6/16/03; All Discovery cutoff 8/20/03; Deadline for filing of dispositive motions 9/30/03; Answering papers to be served and filed by 10/20/03; Reply papers to be served and filed by 10/31/03; Case management conference set for 11:00 8/22/03 ( signed by Judge Gerard E. Lynch ); (cd) (Entered: 03/28/2003)
- 04/10/2003 32 NOTICE OF MOTION by Quickie, L.L.C. for Mark F. Evens to appear pro hac vice on behalf of plaintiff ; for Jeffrey R. Gans to appear pro hac vice on behalf of plaintiff . Return Date 4/25/03. Affidavits of Shari H. Markowitz-Savitt, Jeffrey R. Gans, and Mrk F. Evens are attached. (tp) (Entered: 04/11/2003)
- 04/21/2003 33 NOTICE OF MOTION by Quickie, L.L.C. for an order pursuant to Rule 1.3(c) of the Local Civil Rules of the U.S.D.C. for the S.D.N.Y. admitting Lara A. Johnson to this court on a pro hac vice basis to represent plaintiff Quickie in this action . Return Date 5/7/03. (dle) (Entered: 04/23/2003)
- 04/25/2003 34 Memo endorsed on motion; granting [33-1] motion for an order pursuant to Rule 1.3(c) of the Local Civil Rules of the U.S.D.C. for the S.D.N.Y. admitting Lara A. Johnson to this court on a pro hac vice basis to represent plaintiff Quickie in this action. ( signed by Judge Gerard E. Lynch ) Copy of document sent to Atty. Admissions Clerk. (sb) (Entered: 04/25/2003)
- 05/05/2003 -- Memo endorsed on motion; granting [32-1] motion for Mark F. Evens to appear pro hac vice on behalf of plaintiff; granting [32-2] motion for Jeffrey R. Gans to appear pro hac vice on behalf of plaintiff. ( signed by Judge Gerard E. Lynch ); Sent orig. doc. to the Attorney Admission Clerk. (ae) Modified on 05/06/2003 (Entered: 05/06/2003)
- 06/19/2003 35 NOTICE OF MOTION by Medtronic, Inc. for Mehul R. Jani to appear pro hac vice ; Return Date not indicated; Attached is Affidavit in support; (djc) (Entered: 06/20/2003)
- 06/27/2003 36 AFFIDAVIT of Mehul R. Jani by Medtronic, Inc., Medtronic, Inc. in support of his application to be admitted to practice before this court and represent Medtronic pro hac vice. (dle) (Entered: 07/02/2003)
- 06/30/2003 -- Memo endorsed on motion; granting [35-1] motion for Mehul R. Jani to appear pro hac vice. Document sent to attorney admissions. ( signed by Judge Gerard E. Lynch ) (db) (Entered: 07/01/2003)
- 08/07/2003 -- CASHIER'S OFFICE REMARK on in the amount of \$75.00 paid on 8/7/03 Receipt # 481490. (jco) (Entered: 08/11/2003)
- 09/05/2003 37 STIPULATION and ORDER, that the dates set forth in the initial case management plan shall be extended as follows: dispositive motions-10/30/03; answer to dispositive motions-11/19/03; reply to dispositive motions-12/10/03; tentative trial-two weeks beginning 5/3/04; discovery is now closed, with the sole exception of three depositions previously by the parties for 8/27/03, 8/28/03 and 8/29/03 . ( signed by Judge Gerard E. Lynch ) (dle) (Entered: 09/09/2003)
- 10/30/2003 38 NOTICE OF MOTION by Medtronic, Inc., for an order granting partial summary judgment on damage claims for non-accused, non-infringing products . No Return Date. (kw) (Entered: 10/31/2003)
- 10/30/2003 39 RULE 56.1 STATEMENT filed by Medtronic, Inc. (kw) (Entered: 10/31/2003)
- 10/30/2003 40 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support of Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing

- products. (kw) (Entered: 10/31/2003)
- 10/30/2003 41 DECLARATION of Michael D. Strong by Medtronic, Inc. in support Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 42 DECLARATION of Jill Hennesen by Medtronic, Inc. in support Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 43 MEMORANDUM OF LAW by Medtronic, Inc. in support of [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 44 NOTICE OF MOTION by Medtronic, Inc., for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement . No Return Date. (kw) (Entered: 10/31/2003)
- 10/30/2003 45 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support Re: [44-1] motion for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement. (kw) (Entered: 10/31/2003)
- 10/30/2003 46 MEMORANDUM OF LAW by Medtronic, Inc. in support of [44-1] motion for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement. (kw) (Entered: 10/31/2003)
- 11/17/2003 47 STIPULATION and ORDER, plaintiff's time to serve its opposition to dft's motions be extended to 11/26/03 , and dft's time to serve its reply to plaintiff's oppositionto dft's motions be extended to 12/19/03 . ( signed by Judge Gerard E. Lynch ) (dle) (Entered: 11/19/2003)
- 11/26/2003 48 MEMORANDUM OF LAW In Opposition re: [44] Motion to Dismiss, [38] Motion for Summary Judgment. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 49 RESPONSE re: [39] Rule 56.1 Statement. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 50 RULE 56.1 STATEMENT. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 51 DECLARATION of Lara A. Johnson In Opposition re: [44] Motion to Dismiss, [38] Motion for Summary Judgment. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 52 AFFIRMATION of Susan B. McInerney in Support re: [51] Declaration In Opposition to Motion.. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 53 EXHIBIT to Declaration of Lara A. Johnson Volume I Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M.(sac, ) (Entered: 12/10/2003)
- 11/26/2003 54 EXHIBIT to Declaration of Lara A. Johnson Volume II. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:22 P.M.(sac, ) (Entered: 12/10/2003)
- 11/26/2003 55 EXHIBIT to Declaration of Lara A. Johnson Volume III. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:22 P.M.(sac, ) (Entered: 12/10/2003)
- 12/08/2003 56 ENDORSED LETTER addressed to Judge Gerard E. Lynch from Susan McInerney dated 11/25/03 re: Quickie requests an extension of the page limitation to 35 pages to file opposition to defendant Medtronic's two motions. So ordered. (Signed by Judge Gerard E. Lynch on 11/26/03) (kw, ) (Entered: 12/23/2003)
- 12/19/2003 57 REPLY MEMORANDUM OF LAW In Support re: [44] Motion to Dismiss. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 58 DEFENDANT'S RESPONSE TO PLAINTIFF'S [50] Rule 56.1 Statement. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 59 DECLARATION of Stephen K. Shahida In Support re: [38] Motion for Summary Judgment. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 60 REPLY MEMORANDUM OF LAW In Support re: [38] Motion for Summary Judgment. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/31/2003 61 Plaintiff's COUNTER STATEMENT TO [39] Rule 56.1 Statement. Document filed by Quickie, L.L.C.. (dle, ) (Entered: 01/14/2004)
- 12/31/2003 62 DECLARATION of Eugene A. Grossi, MD: Document filed by Quickie, L.L.C.. (dle, ) (Entered: 01/14/2004)

- 01/15/2004 63 OPINION and ORDER # 89572: because plaintiff makes no claim of breach of contract, defendants [44] motion to dismiss such a claims is DENIED. Because there are issues of fact for trial with respect to the intergrated functionality of the various products at issue, defendants [38] motion for partial summary judgment is DENIED. (Signed by Judge Gerard E. Lynch on 1/14/04) (db, ) (Entered: 01/27/2004)
- 02/20/2004 64 NOTICE OF MOTION & MOTION for Grace M. Mora to Appear Pro Hac Vice with attached affidvts of Susan B. McInerney and Grace M. Morain support. (NDB) Document filed by Quickie, L.L.C.. (pa, ) (Entered: 02/23/2004)
- 03/15/2004 65 ORDER granting [64] MOTION for Grace M. Mora to Appear Pro Hac Vice filed by Quickie, L.L.C.. (Signed by Judge Gerard E. Lynch on 3/10/04) (tp, ). (Entered: 03/18/2004)
- 03/15/2004 -- Transmission to Attorney Admissions Clerk. Transmitted re: [65] Order, to the Attorney Admissions Clerk for updating of Attorney Information. (tp, ) (Entered: 03/18/2004)
- 04/01/2004 66 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of Mr. Q. Todd Dickinson on any subject other than US Patent and trademark office practices and procedures. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 67 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of evidence concerning prejudgetment interest. Oral Argument Requested (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 68 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of Dr. Wolf concerning Infringement or licensing Oral Argument Requested. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 69 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any expert testimony concerning Infringement under the doctrine of equivalents. (Oral Argument Requested (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 70 MEMORANDUM OF LAW in Support re: [69] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 71 MEMORANDUM OF LAW in Support re: [67] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 72 MEMORANDUM OF LAW in Support re: [66] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 73 MEMORANDUM OF LAW in Support re: [68] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 74 Verdict Form for Jury. Document filed by Quickie, L.L.C.. (dle, ) (Entered: 04/05/2004)
- 04/01/2004 75 Proposed Voir Dire Questions. Document filed by Quickie, L.L.C..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 76 Proposed Jury Instructions. Document filed by Quickie, L.L.C..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 77 Medtronic, Inc.'s Proposed Jury Verdict Form. Document filed by Medtronic, Inc.. (dle, ) (Entered: 04/05/2004)
- 04/01/2004 78 Proposed Voir Dire Questions. Document filed by Medtronic, Inc..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 79 Proposed Jury Instructions. Document filed by Medtronic, Inc..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 80 MOTION in Limine to exclude deft's use of the "advise of counsel" defense based upon Daniel Latham's E-mails. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 81 DECLARATION of Lara Johnson in Support re: [80] MOTION in Limine. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 82 MEMORANDUM OF LAW in Support re: [80] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 83 MOTION in Limine to exclude certain patents as exhibits and testimony relating to those patents. Document filed by Quickie, L.L.C.. (cd, )(Entered: 04/05/2004)
- 04/01/2004 84 MEMORANDUM OF LAW in Support re: [83] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 85 MOTION in Limine to exclude testimony concerning deft's Fifth Affirmative Defense, purs to 35 USC 112. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 86 DECLARATION of Lara Johnson in Support re: [85] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 87 MEMORANDUM OF LAW in Support re: [85] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 88 MOTION in Limine to exclude expert testimony of Dr. Wright on invalidity. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 89 DECLARATION of Lara Johnson in Support re: [88] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 90 MEMORANDUM OF LAW in Support re: [88] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 91 MOTION in Limine to esclude extrinsic evidence offered by Medtronic that contradicts the plain terms of the license agreement. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 92 DECLARATION of Lara Johnson in Support re: [91] MOTION in Limine.. Document filed by Quickie, L.L.C. (cd, ) (Entered: 04/05/2004)

04/01/2004 93 MEMORANDUM OF LAW in Support re: [91] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 94 MOTION in Limine to limit the expert testimony of Dr. Stong III. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 95 DECLARATION of Lara Johnson in Support re: [94] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 96 MEMORANDUM OF LAW in Support re: [94] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 97 MOTION in Limine to exclude irrelevant and unduly prejudicial exhibits designated by deft. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 98 DECLARATION of Lara Johnson in Support re: [97] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 99 MEMORANDUM OF LAW in Support re: [97] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 100 MOTION in Limine to exclude the testimony of Mr. Mossinghoff. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 101 DECLARATION of Lara Johnson in Support re: [100] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 102 MEMORANDUM OF LAW in Support re: [100] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 103 Proposed Pretrial Order. Document filed by Medtronic, Inc., Quickie, L.L.C..(cd, ) (Entered: 04/05/2004)

04/02/2004 104 Defendant's Objections To Plaintiff's Designations. Document filed by Medtronic, Inc.. (jml, ) (Entered: 04/05/2004)

05/07/2004 105 ORDER plaintiff's motion to admit Grace M. Mora pro hac vice was granted by the Court's Order dated 3/10/04. The Clerk of the Court is respectfully directed to close out this motion in all internal reports. So Ordered. (Signed by Judge Gerard E. Lynch on 5/5/04) (jco, ) (Entered: 05/10/2004)

09/02/2004 106 ORDER that the motions (docket nos. 66-69, 80, 83, 85, 88, 91, 94, 97, and 100) shall be deemed withdrawn, without prejudice to their renewal if and when the case returns to the court's active docket. The clerk of court is directed to close out these motions in all internal reports. (Signed by Judge Gerard E. Lynch on 8/30/04) (dle, ) (Entered: 09/07/2004)

11/12/2004 107 ORDER; the Clerk of the Court is respectfully directed to transfer this case to the suspense docket until further notice. The parties are directed to appear before the Court for a status conference on 3/4/05, at 11:00 a.m., and to advise the Court promptly of any decision in the parallel proceedings before the PTO. (Signed by Judge Gerard E. Lynch on 11/4/04) (pl, ) (Entered: 11/17/2004)

11/12/2004 -- Set/Reset Scheduling Order Deadlines: Status Conference set for 3/4/2005 11:00 AM before Judge Gerard E. Lynch. (pl, ) (Entered: 11/17/2004)

(C) QUESTEL 1994  
QUESTEL.ORBIT (TM) 1998

Selected file: PLUSPAT  
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\*\* SS 1: Results 1  
PRT SS 1 MAX 1 LEGALALL

1 / 1 PLUSPAT - @QUESTEL-ORBIT - image

Patent Number :

US6066160 A 20000523 [US6066160]

Title :

(A) Passive knotless suture terminator for use in minimally invasive surgery and to facilitate standard tissue securing

Patent Assignee :

(A) QUICKIE LLC (US)

Patent Assignee :

Quickie LLC, New York NY [US]

Inventor(s) :

(A) COLVIN STEPHEN (US); GROSSI EUGENE (US); KATZ ALLAN (US); ODDO PAUL (US)

Application Nbr :

US19808798 19981123 [1998US-0198087]

Priority Details :

US19808798 19981123 [1998US-0198087]

Intl Patent Class :

(A) A61B-017/04

EPO ECLA Class :

A61B-017/04K

US Patent Class :

ORIGINAL (O) : 606232000; CROSS-REFERENCE (X) : 606151000

Document Type :

Corresponding document

Citations :

US3143742; US3541591; US3859668; US3898999; US3976079; US3996623;  
US4743253; US4823794; US4863460; US4955913; US5053047; US5071431;  
US5074874; US5078731; US5116840; US5123913; US5163954; US5171251;  
US5282832; US5306290; US5306296; US5391173; US5409499; US5445167;  
US5474572; US5496336; US5531763; US5681351; US5776188

Publication Stage :

(A) United States patent

Abstract :

A suture securing apparatus comprising an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, the aperture including an integral locking means for engaging a suture threaded therethrough.

Update Code :

2000-22

1 / 1 LGST - @EPO

Patent Number :

US6066160 A 20000523 [US6066160]

Application Number :

US19808798 19981123 [1998US-0198087]

Action Taken :

20030107 US/RR-A [+]  
REQUEST FOR REEXAMINATION FILED  
EFFECTIVE DATE: 20021125

20040720 US/FP-A [-]  
EXPIRED DUE TO FAILURE TO PAY MAINTENANCE FEE  
EFFECTIVE DATE: 20040523

20040803 US/RR-A [+]  
REQUEST FOR REEXAMINATION FILED  
EFFECTIVE DATE: 20040616

Update Code :  
2004-34

1 / 1 CRXX - @CLAIMS/RRX  
Patent Number :  
6,066,160 A 20000523 [US6066160]

Patent Assignee :  
Quickie LLC  
Actions :  
20021125 REEXAMINATION REQUESTED  
ISSUE DATE OF O.G.: 20030107  
REEXAMINATION REQUEST NUMBER: 90/006460  
Medtronic, Inc., Minneapolis, MN, Attn: Daniel W. Latham

20040616 REEXAMINATION REQUESTED  
ISSUE DATE OF O.G.: 20040803  
REEXAMINATION REQUEST NUMBER: 90/007016  
Kenneth L. Cage, Washington, DC

20040720 EXPIRED (20040523)

Session finished: 04 APR 2005 Time 19:07:13  
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Research Information:

Patent Cases from Federal Courts and Administrative Materials  
6066160 or 6,066,160

QUICKIE, LLC, Plaintiff, -v-MEDTRONIC, INC., Defendant,

02 Civ. 1157 (GEL)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF  
NEW YORK

226 F. Supp. 2d 481; 2002 U.S. Dist. LEXIS 22166

September 30, 2002, Decided  
October 2, 2002, Filed

**SUBSEQUENT HISTORY:** Partial summary judgment denied by, Motion denied by Quickie v. Medtronic, Inc., 2004 U.S. Dist. LEXIS 489 (S.D.N.Y., Jan. 14, 2004)

**DISPOSITION:** [\*\*1] Defendant's construction of disputed terms rejected and plaintiff's construction adopted.

CASE SUMMARY:

**PROCEDURAL POSTURE:** Plaintiff assignee of the inventors filed a patent infringement suit claiming that defendant alleged infringer, with whom it previously entered into an agreement for the mutual exchange of confidential information concerning the development, manufacture, and marketing of certain technologies, infringed the '160 patent. The suit was before the court on claim construction.

**OVERVIEW:** The '160 patent protected an invention designed to hold sutures in place without requiring a surgeon to tie or knot the sutures. At the most basic level, the parties were fighting about the scope of the patent. The infringer would have had the court limit the invention to a device with at least one, "fully enclosed" aperture and with narrow limitations on shape and spatial orientation. The assignee sought the broadest construction of the claims reasonable. The assignee went too far in its assertion that the meaning of the term "aperture" was "unqualified," or encompassed "any three-dimensional opening, space or channel." However, none of the intrinsic evidence warranted as narrow a

definition of "aperture" as the one offered by the infringer. An "aperture" need not by definition be "fully enclosed" in the sense argued by the infringer, but rather included any form of opening. The court adopted the assignee's construction, with the limitation that "aperture" encompassed not any opening, but rather one that created a spatial relationship between the movable cam and aperture walls, as described in the patent, that ensured capture of the cam within the aperture.

**OUTCOME:** The infringer's construction of the disputed terms was rejected, and the assignee's construction was adopted.

LexisNexis(R) Headnotes

*Patent Law > Subject Matter > Products > Manufactures*

*Patent Law > Claims & Specifications > Definiteness > General Overview*

[HN1] A patent must describe the exact scope of an invention and its manufacture, as defined by the claims. Construction of a patent is exclusively within the province of the court. The court's purpose is to determine what the words in the claim mean.

*Patent Law > Infringement Actions > Claim Interpretation > Fact & Law Issues*

*Patent Law > Claims & Specifications > Enablement Requirement > General Overview*

[HN2] A simple patent case has two elements, construing the patent and determining whether infringement

occurred. The first is a question of law, to be determined by the court, construing the letters-patent, and the description of the invention and specification of claim annexed to them. In undertaking that task, it is well-settled that, in interpreting an asserted claim, the court should look first to the intrinsic evidence of record, i.e., the patent itself, including the claims, the specification and, if in evidence, the prosecution history. The court should look to the words of the claims themselves giving them their ordinary and customary meaning unless clearly stated otherwise. The specification is the single best guide to the meaning of a disputed term. If intrinsic evidence resolves disputes over meaning, it is improper to look at extrinsic evidence, although the court can hear it as long as no weight is later given to that evidence. Extrinsic evidence may be used to help the court understand the underlying technology.

**COUNSEL:** For Quickie, LLC, PLAINTIFF: Todd S Sharinn, Paul J Sutton, Greenberg Traurig, LLP, New York, NY USA.

For Medtronic, Inc, DEFENDANT: Chryssa V Valletta, Cairo, NY USA.

For Medtronic, Inc, COUNTER-CLAIMANT: Chryssa V Valletta, Cairo, NY USA.

For Quickie, LLC, COUNTER-DEFENDANT: Todd S Sharinn, Paul J Sutton, Greenberg Traurig, LLP, New York, NY USA.

**JUDGES:** GERARD E. LYNCH, United States District Judge.

**OPINIONBY:** GERARD E. LYNCH

**OPINION:**

[\*481] ORDER

GERARD E. LYNCH, District Judge:

On May 23, 2000, the Patent and Trademark Office issued to Quickie, LLC ("Quickie"), as assignee of the inventors, United States Letters Patent No. 6,066,160 ("'160 Patent"), entitled "Passive Knotless Suture Terminator For Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Suturing." Quickie filed this patent infringement action on February 13, 2002, claiming that Medtronic, Inc. ("Medtronic"), with whom it had previously entered into an agreement for the "mutual exchange of confidential information concerning the development, manufacture, and marketing of certain technologies" (Pl. Mem. [\*2] at 1), infringed the '160 Patent by selling a device for retaining sutures. Having

filed briefs and appeared for a Markman hearing on September 4, 2002, to discuss the key disputed terms (aperture, upper/ lower/ outer surfaces, first and second longitudinal directions, and cavity), the action is now before the Court on claim construction.

[HN1] "[A] patent must describe the exact scope of an invention and its manufacture," as defined by the claims. *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 373, 134 F. Ed. 2d 577, 116 S. Ct. 1384 [\*482] (1996). "Construction of a patent ... is exclusively within the province of the court." Id. at 372. The Court's purpose is to determine "what the words in the claim mean." Id. at 374. [HN2] A simple patent case has two elements, "construing the patent and determining whether infringement occurred." Id. at 385. "The first is a question of law, to be determined by the court, construing the letters-patent, and the description of the invention and specification of claim annexed to them." Id. (internal citation omitted). In undertaking that task, "it is well-settled that, in interpreting [\*3] an asserted claim, the court should look first to the intrinsic evidence of record, i.e., the patent itself, including the claims, the specification and, if in evidence, the prosecution history." *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996). The Court should "look to the words of the claims themselves" giving them "their ordinary and customary meaning" unless clearly stated otherwise. Id.; see also *Dow Chem. Co. v. Sumitomo Chem. Co. Ltd.*, 257 F.3d 1364, 1372 (Fed. Cir. 2001) (disputed terms are given "their ordinary and accustomed meaning as understood by one of ordinary skill in the art"). The specification "is the single best guide to the meaning of a disputed term." *Vitronics*, 90 F.3d at 1582. If intrinsic evidence resolves disputes over meaning, it is improper to look at extrinsic evidence, although the court can hear it as long as no weight is later given to that evidence. Id. at 1583-84. Extrinsic evidence may be used "to help [the court] understand the underlying technology." Id. at 1585.

This Order defines the disputed terms pursuant to the legal standard stated [\*4] above. The '160 Patent protects an invention designed to hold sutures in place without requiring a surgeon to tie or knot the sutures. ('160 Patent, col. 1, lines 10-14.) Although other devices exist as "alternatives to conventional knot-tying techniques" (col. 2, lines 27-33), the '160 patent criticizes the prior art for flaws such as requiring "pinpoint accuracy" (col. 2, lines 34-44) or for using "small loose parts ... [that are] easy to drop and lose" (col. 2, lines 58-64). The device disclosed in the '160 Patent claims to "offer ... ease and versatility for terminating sutures and thus securely locking tissues and/ or prosthetics in place" that prior devices cannot. (Col. 3, line 66-col. 4, line 2.)

As was readily apparent during the Markman hearing, the parties' dispute is predominately about the meaning of the word "aperture." Minor disputes also exist as to the meanings of the terms "cavity," "longitudinal directions," and "upper, lower, and outer surfaces." At the most basic level, the parties are fighting about the scope of the patent. Medtronic would have the Court limit the invention to a device with at least one, "fully enclosed" aperture and with narrow limitations [\*\*5] on shape and spacial orientation. Quickie seeks "the broadest construction of these claims reasonable." (Pl. Mem. at 13.)

There are two independent claims at issue, claims 13 and 33. Taking claim 13 as representative of the use of the words in the patent, the invention is "an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein in a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions." (Col. 15, lines 5-12) (emphasis added). Moreover, the aperture has a "middle portion [with] a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and (b) a movable cam member [is] disposed in [\*\*483] the middle portion of the aperture." (Col. 15, lines 20-25.)

Medtronic describes the Quickie invention as "a disk-shaped body having at least one hole ('aperture') through it, with a 'cavity' located inside the body and in which [\*\*6] is housed a movable 'cam member' that alternately allows and restricts passage of a suture through the hole (aperture) in the body," and points to Figs. 5 and 7 in the patent. (Def. Reply at 1.) Medtronic argues that this embodiment of the device is "the only structure shown and described in the '160 patent that corresponds to the asserted claims." (Id. at 2.) Consistent with this structure, defendant argues that (1) the aperture must be "fully enclosed," meaning a hole through the device as opposed to any other opening, such as a crenelation, (2) the device must be disk-shaped with parallel upper and lower surfaces, (3) the cavity must be fully enclosed within the aperture, and (4) the longitudinal directions must run north-south. Quickie, in contrast, argues that the drawings in Figs. 5 and 7 merely represent one example of a device embodying the patented invention, and point to case law holding that the "law does not require the impossible. Hence it does not require that an applicant describe in his specification every conceivable and possible future embodiment of his invention." SRI Int'l v. Matsushita Elec. Corp. of Am., 775 F.2d 1107, 1121 (Fed. Cir. 1985). [\*\*7] (See also Pl. Reply at 2-3.)

To support its narrow construction, Medtronic focuses on Figs. 5 and 7 and on language in the claims describing the movable cam member as "captured" within the aperture. (See, e.g., Sept. 4, 2002, Tr. at 43.) Emphasizing that the cam member must be "disposed in the middle portion of the aperture" (col. 15, lines 24-25) (emphasis added), or "therein" (col. 18, lines 9-13) (emphasis added), or "captured within the cavity, since the largest dimension of the cam member is larger than either end opening of the aperture" (col. 11, lines 15-17); and that the main criticism of the prior art was harm caused by the cam member falling out (see, e.g., col. 2, lines 58-67, col. 3, lines 25-34, col. 3, lines 36-48, and col. 3, lines 52-65), Medtronic correctly argues that the aperture cannot be "just any opening" (Tr. at 45).

Because these functional constraints are essential to the claimed invention, Quickie goes too far in its assertion that the meaning of the term "aperture" is "unqualified," or encompasses "any three-dimensional opening, space or channel" (Tr. at 10). However, none of the intrinsic evidence warrants as narrow a definition [\*\*8] of "aperture" as the one offered by Medtronic. An "aperture" need not by definition be "fully enclosed" in the sense argued by Medtronic, but rather includes any form of opening. The only justification for reading the term more narrowly here is that the very essence of the invention described requires a spatial configuration of the various parts that will "capture[]" the cam within the device and prevent its falling out. Such configurations can be of various types, and still fit comfortably within the language of the claims. Therefore, there is no reason in evidence intrinsic to the patent to require, as Medtronic suggests, that the "aperture" be "fully enclosed." The patent fairly contemplates and covers any shape with the requisite "spatial relationship[s]" (col. 11, line 20) between the cam member, cavity, and aperture, and is not limited to the embodiment shown in Figs. 5 and 7, so long as the cam is contained within the device as a result of the spatial configuration of the aperture.

As to the remaining disputes about the shape of the patented device, Medtronic's construction is again too narrow. Medtronic would limit the apparatus to a [\*\*484] three-dimensional, disk shape with [\*\*9] parallel upper and lower surfaces and with an aperture going through the entire device running in a north-south direction. But the patent requires neither a disk shape nor parallel upper and lower surfaces. It simply mandates a shape with three surfaces (upper, lower, and outer). The terms "first and second longitudinal directions" mean simply opposing directions, and not anything more specific, such as 180-degree angles. A "cavity" is simply an opening in the aperture -- regardless of whether the aperture is fully enclosed -- which houses the cam

226 F. Supp. 2d 481, \*; 2002 U.S. Dist. LEXIS 22166. \*\*

member and whose width is larger than the opening of aperture to prevent the cam member from falling out.

**CONCLUSION**

The Court rejects defendant's construction of the disputed terms and adopts plaintiff's construction, with the limitation that "aperture" encompasses not any opening, but rather one that creates a spatial relationship between the movable cam and aperture walls, as

described in the patent, that ensures capture of the cam within the aperture.

**SO ORDERED.**

Dated: New York, New York

September 30, 2002

GERARD E. LYNCH

United States District Judge

Time of Request: April 04, 2005 12:45 PM EDT

Research Information:

Patent Cases from Federal Courts and Administrative Materials  
6066160 or 6,066,160

QUICKIE, LLC, Plaintiff, -v- MEDTRONIC, INC., Defendant.

02 Civ. 1157 (GEL)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF  
NEW YORK

2004 U.S. Dist. LEXIS 489

January 14, 2004, Decided  
January 15, 2004, Filed

**PRIOR HISTORY:** Quickie, LLC v. Medtronic, Inc.,  
226 F. Supp. 2d 481, 2002 U.S. Dist. LEXIS 22166  
(S.D.N.Y., 2002)

**DISPOSITION:** [\*1] Defendant's motion separately to  
dismiss and for partial summary judgment denied.

**CASE SUMMARY:**

**PROCEDURAL POSTURE:** Plaintiff inventor's  
assignee filed a patent infringement action claiming that  
defendant corporation, with whom it had previously  
entered into an agreement, infringed the patent by selling  
a device for retaining sutures. The corporation moved  
separately: (1) to dismiss all claims for relief, express or  
implied, under the parties' license agreement; and (2) for  
partial summary judgment on damage claims for non-  
accused, non-infringing products.

**OVERVIEW:** The patent at issue was issued regarding  
a passive knotless suture terminator used in cardiac  
surgery. The corporation moved to dismiss "implied"  
claims that both parties agreed had not been made. The  
court held that the corporation's motion to dismiss a non-  
existent contract count was denied because the assignee  
authoritatively disavowed any intention to assert that the  
agreement was breached. The corporation's vague and  
premature effort to preclude any testimony about the  
"scope and status" of the agreement was also denied.  
Further, because there were issues of fact for trial with  
respect to the integrated functionality of the various  
products at issue, the corporation's motion for partial

summary judgment was denied. The corporation failed to  
show, as to any of the instruments, that no reasonable  
factfinder could conclude that its "Octopus System" was  
a single functional unit, or a set of components  
"analogous to" such a single unit, that functioned  
together to achieve a desired result in such a way that its  
entire market value derived from the use of the device  
that the assignee claimed infringed its patent.

**OUTCOME:** The corporation's motions were denied.

LexisNexis(R) Headnotes

*Patent Law > Subject Matter > Products > Machines*  
*Patent Law > Remedies > Damages > General*  
*Overview*

[HN1] Under the "entire market value rule," a patentee  
may seek damages on unpatented components sold with  
a patented apparatus, if the patented apparatus was of  
such paramount importance that it substantially created  
the value of the component part. The rule has typically  
been applied to include in the compensation base  
unpatented components of a device when the unpatented  
and patented components are physically part of the same  
machine. The rule may be applied to include physically  
separate unpatented components normally sold with the  
patented components, but only where the unpatented and  
patented components together were considered to be  
components of a single assembly or parts of a complete  
machine, or together constituted a functional unit.

*Patent Law > Remedies > Damages > General Overview*

[HN2] The "entire market value rule" does not apply to products that are sold together for marketing reasons, rather than because they essentially function together.

**COUNSEL:** Susan McInerney, Thelen Reid & Priest LLP, New York, NY (Mark F. Evans, Jeffrey R. Gans, Grace Mora, Lara Johnson, Thelen Reid & Priest LLP, Washington, DC, of counsel) for plaintiff Quickie, LLC.

Chryssa V. Valletta, McDermott, Will & Emery, New York, NY (Raphael V. Lupo, Brian E. Ferguson, Stephen K. Shahida, McDermott, Will & Emery, Washington, DC, of counsel) for defendant Medtronic, Inc.

**JUDGES:** GERARD E. LYNCH, United States District Judge.

**OPINIONBY:** GERARD E. LYNCH

**OPINION:**

**OPINION AND ORDER**

GERARD E. LYNCH, District Judge:

On May 23, 2000, the Patent and Trademark Office issued to Quickie, LLC ("Quickie"), as assignee of the inventors, United States Letters Patent No. 6,066,160 ("160 Patent"), entitled "Passive Knotless Suture Terminator For Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Suturing." Quickie filed this patent infringement action on February 13, 2002, claiming that Medtronic, Inc. ("Medtronic"), with whom it had previously [\*2] entered into an agreement for the "mutual exchange of confidential information ... regarding the development, manufacture, and marketing of technologies in the field of heart valve surgery and repair" (Def. Mem. at 2), infringed the '160 Patent by selling a device for retaining sutures. The case is scheduled for trial on May 3, 2004.

Medtronic now moves separately (1) to dismiss "all claims for relief, express or implied, under the parties' license agreement," and (2) for partial summary judgment "on damage claims for non-accused, non-infringing products." The motions will be denied.

**DISCUSSION**

**I. Motion to Dismiss**

Medtronic moves to "dismiss" "implied" claims that both parties agree have not been made. The complaint contains no claims for breach of contract, and Quickie represents to the Court that it has no intention of trying such a claim, or of offering testimony that Medtronic

breached the parties' now terminated agreement. (Pl. Opp. 13.)

The motion, in reality, is a motion in limine that asks the Court to exclude evidence at trial. Exactly what evidence Medtronic would like excluded, however, is far from clear. Its initial memorandum, couched as a motion to dismiss [\*3] the phantom "contract" claim, pointed to only one potentially prejudicial evidentiary submission: arguing that Quickie sought "to implicitly present a breach of contract claim or theory to the jury ... in order to evoke in the jury sympathy, or a sense of wrong to be righted" (Def. Mem. 1), Medtronic asserted that "Quickie's experts [may] not testify that Medtronic breached the license agreement." (Def. Mem. 7.) After Quickie disclaimed any intention of offering such testimony, Medtronic advised in its reply brief that Quickie should be prevented "from arguing the scope and status of the Agreement at trial." (Def. R. Mem. 1; emphasis in original.) Though Medtronic helpfully italicizes these words, it completely fails to indicate what it means by them. Medtronic concedes that "the parties are free to point to the Agreement ... as an example of a comparable license covering medical technology between the parties, and opine on the royalty rate in the Agreement and its import (if any) on a royalty calculation in this case." (Def. R. Mem. 3.) How the parties can debate the comparability of the Agreement to a hypothetical license for the allegedly infringing device without discussing [\*4] the scope of the Agreement is left unexplained. Nor does Medtronic explain how a jury is to understand the relevance or irrelevance of the Agreement without knowing its status, to wit, terminated.

Moreover, contrary to Medtronic's argument, the fact that the parties had a prior relationship that arguably involved the very technology at issue in this case is plainly relevant to the issue of willful infringement. Medtronic is correct that it cannot have willfully infringed Quickie's patent before the patent was issued. (Def. R. Mem. 5, citing *State Industries, Inc. v. A.O. Smith Corp.*, 751 F.2d 1226, 1236 (Fed. Cir. 1985).) But evidence that Medtronic had access to plaintiff's claimed invention even before the patent was obtained, and was aware of the patent or the plan to obtain it, is clearly relevant to assessing the willfulness of Medtronic's behavior *after* the patent was issued. To see why, one need only hypothesize a comparable action against an alleged infringer who claimed never to have heard of Quickie or its technology. A claim of willful infringement against such a defendant would be impossible, and evidence that the defendant *had* in fact had access [\*5] to the technology and was aware of the intention to seek a patent would significantly bolster plaintiff's case.

The Court neither has nor expresses any opinion about whether the device in question was in fact within the scope of the Agreement or whether the accused product in fact infringes plaintiff's patent, let alone whether any infringement was willful. These are issues of fact for trial. Nor is this the time for definitive resolution of the scope of any evidence that will be permitted on this subject, or the fairness of any argument that might be drawn from such evidence. All that the Court holds is that Medtronic's motion to dismiss a nonexistent contract count is denied; that plaintiff has authoritatively disavowed any intention to assert that the Agreement was breached, and will be held to that disavowal; and that Medtronic's vague and premature effort to preclude any testimony about the "scope and status" of the Agreement is denied.

## II. Motion for Partial Summary Judgment

The accused infringing device (whether styled as a "suture guide," as defendant would have it, or as a "suture holding insert," as plaintiff insists, see Pl. Mem. 2 n. 6) is intended to be [\*6] used in connection with other medical instruments manufactured by Medtronic in certain forms of cardiac surgery. It is undisputed that these other instruments were developed and marketed by Medtronic before either Quickie obtained its patent or Medtronic developed the allegedly infringing device. It is evident that these instruments perform different functions than Quickie's patented idea, and Quickie does not contend that these instruments in themselves infringe the patent.

Nevertheless, Quickie argues both (a) that it should be entitled to royalties on Medtronic's sales of various of these instruments on the "entire market value" theory; and (b) that the utility of its device in enhancing the value of Medtronic's other instruments is relevant to calculating the hypothetical royalty rate that would be the measure of recovery here. Medtronic does not appear to dispute the latter point, but argues vigorously, citing Rite-Hite Corp. v. Kelley Co., 56 F.3d 1538 (Fed. Cir. 1995) (*en banc*), that as a matter of law, even if Quickie can establish that the allegedly offending device infringed its patents, it may not recover royalties on the sale of the separate non-infringing [\*7] instruments with which the suture guide/insert is sold. (Def. Mem. 20 ff.)

[HN1] Under the "entire market value rule," a patentee may seek damages on unpatented components sold with a patented apparatus, if the patented apparatus "was of such paramount importance that it substantially created the value of the component part." Marconi Wireless Telegraph Co. v. United States, 99 Ct. Cl. 1, 53 USPQ 246, 250 (Ct. Cl. 1942), aff'd in part and vacated in part, 320 U.S. 1, 87 L. Ed. 1731, 63 S. Ct. 1393, 99 Ct. Cl. 815, 1943 Dec. Comm'r Pat. 781 (1943). In Rite-Hite,

the *en banc* Federal Circuit noted that the rule "has typically been applied to include in the compensation base unpatented components of a device when the unpatented and patented components are physically part of the same machine." 56 F.3d at 1549. The rule may be applied to include "physically separate unpatented components normally sold with the patented components," but only where "the unpatented and patented components together were considered to be components of a single assembly or parts of a complete machine," or "together constituted a functional unit." Id. at 1550.

Medtronic argues that Quickie will be unable to meet this test [\*8] as to the various instruments at issue on this motion. Medtronic argues that there is no functional relationship between the unchallenged instruments and the accused suture guide/insert, since the former can be sold and used without the allegedly infringing device. (Def. Mem. 20.) Supporting its position with elaborate descriptions, color schematic drawings, and digital video of beating heart surgery using the devices, Medtronic points out that several of its instruments (the Octopus, Starfish and Urchin) are essentially designed to stabilize and hold in position portions of the heart during surgery, permitting operations to be conducted on a beating heart (rather than with the heart stopped and its functions taken over by artificial heart and lung machines). Another Medtronic device (marketed under the brand name OctoBase) is a "sternal retractor," used to spread the breastbone apart to permit freer access to the heart during surgery. The Octopus instrument is then mounted on the OctoBase, as the name of the latter implies.

The accused product is designed to work with the OctoBase "to secure deep retraction sutures" used to position the heart during the surgery. (Def. Mem. 15.) The [\*9] suture guide is separately sold (albeit frequently "bundled" with other products in package deals), and designed to be inserted into the OctoBase, replacing the parts that are sold as part of that instrument. The challenged device cannot be used with a non-Medtronic sternal retractor, but the Octopus and related products can be mounted on a non-Medtronic retractor. (Id. at 14-15.) Medtronic argues that the Octopus is intended to be used to immobilize small areas of the heart, and the Urchin/Starfish devices to position the heart in a desired direction, and that these functions can be performed regardless of what model of sternal retractor is used. Similarly, the OctoBase product can be used to open the chest with or without the challenged suture guide product. (Def. Mem. 22 and exhibits thereto cited.) Thus, Medtronic claims, the accused product cannot be treated as part of a "functional unit" with the other instruments, as required by Rite-Hite.

The functionality of the various products, however, is irreducibly a question of fact. Medtronic essentially asks that the Court, without having heard expert testimony or hearing the claims subjected to cross-examination, decide that [\*10] no reasonable jury could determine that the challenged product acts as part of an integrated system or a system "analogous to a single functioning unit." Rite-Hite, 56 F.3d at 1550. Quickie points out that the components of the entire "Octopus System" have been designed to work together and are sold as a system. While the Octopus was developed earlier and the Starfish/Urchin instruments later, the OctoBase was introduced along with the accused suture guide device, and is described by Medtronic itself as "a reusable stainless steel sternal retractor configured with removable, single use inserts designed for securing deep pericardial sutures during beating heart surgical procedures." (Decl. of Lara A. Johnson, executed Nov. 25, 2003, Ex. 28 at MEDQ 02231.) In other words, the suture guide/insert is described in Medtronic's own literature as a disposable insert for the OctoBase, specifically designed to be used with that instrument as a single unit; a reasonable fact-finder could conclude that the OctoBase and the suture guide act as a single unit, with the latter component sold separately and not integrated as a single machine in large part because of its disposable [\*11] "single use" quality.

The Octopus and Starfish/Urchin instruments appear less integrally connected to the suture guide/insert. They can apparently be used with other sternal retractors, for example, and the suture guide/insert is not integrated directly into those instruments, as it is into the OctoBase. Quickie argues, however, that the entire "Octopus System" is designed to work together as a functional unit to achieve a particular desired result - optimal beating heart surgery - in a way that is a desirable advance on previous products via a complete system. Cf. Bose Corp. v. JBL, Inc., 274 F.3d 1354, 1361 (Fed. Cir. 2001) ("entire market value rule" applies because the accused device operated "with other components of loudspeakers as a single functioning unit to provide the *desired audible performance*") (emphasis added). In effect, they argue that while the various parts could be used separately, Medtronic designed and markets the "system" as an integrated unit, such that only by using the entire device can a heart surgeon achieve the desired optimal performance. Quickie supplements this showing by presenting expert testimony from surgeons who testify variously [\*12] that they would never use Medtronic's other products without the OctoBase and its challenged suture guide/inserts; that they have never seen the OctoBase used without the challenged devices; and that

there is "no good way" of performing certain surgeries without the complete system. Quickie also offers evidence that the vast majority of sales of all the instruments in question (especially the OctoBase) were made to customers who also purchased the accused device. (See evidence cited at Pl. Mem. 23-25.)

Rite-Hite suggests caution about the interpretation of some of this evidence. [HN2] The "entire market value rule" does not apply to products that are sold together for "marketing reasons, not because they *essentially function[] together*." 56 F.3d at 1551. Medtronic argues that its various instruments work separately, to perform separate functions, and that it merely markets these devices together in various custom packages for surgeons who can pick and choose among the various components. Good salesmanship and the preference of users to construct systems from components offered by the same manufacturer could account for the sales statistics. Were the Court sitting [\*13] as a factfinder based on the cold record before it, Medtronic's argument might seem fairly persuasive as to the Octopus and Starfish/Urchin products, rather less so as to the OctoBase.

But the Court is not in the position of factfinder. Its role here is to decide whether, on the limited summary judgment record presented, Medtronic has shown as to any of the instruments that no reasonable factfinder could conclude that its "Octopus System" is a single functional unit, or a set of components "analogous to" such a single unit, that function together to achieve a desired result in such a way that its entire market value derives from the use of the device that Quickie claims infringes its patent. While Quickie's proposition seems dubious as to at least some of the instruments in question, the Court cannot say at this stage that Quickie may not present its evidence to the factfinder in a full trial.

#### CONCLUSION

Because plaintiff makes no claim of breach of contract, defendant's motion to dismiss such claim is denied. Because there are issues of fact for trial with respect to the integrated functionality of the various products at issue, defendant's motion for partial summary judgment [\*14] is denied.

SO ORDERED.

Dated: January 14, 2004

GERARD E. LYNCH

United States District Judge

Time of Request: April 04, 2005 12:48 PM EDT

Research Information:

News, All (English, Full Text)  
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**LENGTH: 2536 words**

**HEADLINE: Decision of Interest;**  
**United States District Court, Southern New York;**  
**Fact Issues Exist as to Whether Product Infringes Patent and Whether Any Infringement Was Willful**

**BODY:**

Judge Lynch

Quickie, LLC v. Medtronic, Inc. - On May 23, 2000, the Patent and Trademark Office issued to Quickie, LLC ["Quickie"], as assignee of the inventors, United States Letters Patent No. 6,066,160 ["'160 Patent"], entitled "Passive Knotless Suture Terminator For Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Suturing." Quickie filed this patent infringement action on February 13, 2002, claiming that Medtronic, Inc. ["Medtronic"], with whom it had previously entered into an agreement for the "mutual exchange of confidential information ... regarding the development, manufacture, and marketing of technologies in the field of heart valve surgery and repair" [Def. Mem. at 2], infringed the '160 Patent by selling a device for retaining sutures. The case is scheduled for trial on May 3, 2004.

Medtronic now moves separately [1] to dismiss "all claims for relief, express or implied, under the parties' license agreement," and [2] for partial summary judgment "on damage claims for non-accused, non-infringing products." The motions will be denied.

**Discussion**

**I. Motion to Dismiss**

Medtronic moves to "dismiss" "implied" claims that both parties agree have not been made. The complaint contains no claims for breach of contract, and Quickie represents to the Court that it has no intention of trying such a claim, or of offering testimony that Medtronic breached the parties' now terminated agreement. [Pl. Opp. 13.]

The motion, in reality, is a motion in limine that asks the Court to exclude evidence at trial. Exactly what evidence Medtronic would like excluded, however, is far from clear. Its initial memorandum, couched as a motion to dismiss the phantom "contract" claim, pointed to only one potentially prejudicial evidentiary submission: arguing that Quickie sought "to implicitly present a breach of contract claim or theory to the jury ... in order to evoke in the jury sympathy, or a sense of wrong to be righted" [Def. Mem. 1]. Medtronic asserted that "Quickie's [e]xperts [may] not [t]estify [t]hat Medtronic [b]reached [t]he [l]icense [a]greement." [Def. Mem. 7.] After Quickie disclaimed any intention of offering such testimony, Medtronic advised in its reply brief that Quickie should be prevented "from arguing the scope and status of the Agreement at trial." [Def. R. Mem. 1; emphasis in original.] Though Medtronic helpfully italicizes these words, it completely fails to indicate what it means by them. Medtronic concedes that "the parties are free to point to the Agreement ... as an example of a comparable license covering medical technology between the parties, and opine on the royalty rate in the Agreement and its import [if any] on a royalty calculation in this case." [Def. R. Mem. 3.] How the parties can debate the comparability of the Agreement to a hypothetical license for the allegedly infringing device

without discussing the scope of the Agreement is left unexplained. Nor does Medtronic explain how a jury is to understand the relevance or irrelevance of the Agreement without knowing its status, to wit, terminated.

Moreover, contrary to Medtronic's argument, the fact that the parties had a prior relationship that arguably involved the very technology at issue in this case is plainly relevant to the issue of willful infringement. Medtronic is correct that it cannot have willfully infringed Quickie's patent before the patent was issued. [Def. R. Mem. 5, citing State Industries, Inc. v. A. O. Smith Corp., 751 F.2d 1226, 1236 [Fed. Cir. 1985].] But evidence that Medtronic had access to plaintiff's claimed invention even before the patent was obtained, and was aware of the patent or the plan to obtain it, is clearly relevant to assessing the willfulness of Medtronic's behavior after the patent was issued. To see why, one need only hypothesize a comparable action against an alleged infringer who claimed never to have heard of Quickie or its technology. A claim of willful infringement against such a defendant would be impossible, and evidence that the defendant had in fact had access to the technology and was aware of the intention to seek a patent would significantly bolster plaintiff's case.

The Court neither has nor expresses any opinion about whether the device in question was in fact within the scope of the Agreement or whether the accused product in fact infringes plaintiff's patent, let alone whether any infringement was willful. These are issues of fact for trial. Nor is this the time for definitive resolution of the scope of any evidence that will be permitted on this subject, or the fairness of any argument that might be drawn from such evidence. All that the Court holds is that Medtronic's motion to dismiss a non-existent contract count is denied; that plaintiff has authoritatively disavowed any intention to assert that the Agreement was breached, and will be held to that disavowal; and that Medtronic's vague and premature effort to preclude any testimony about the "scope and status" of the Agreement is denied.

## II. Motion for Partial Summary Judgment

The accused infringing device [whether styled as a "suture guide," as defendant would have it, or as a "suture holding insert," as plaintiff insists, see Pl. Mem. 2 n. 6] is intended to be used in connection with other medical instruments manufactured by Medtronic in certain forms of cardiac surgery. It is undisputed that these other instruments were developed and marketed by Medtronic before either Quickie obtained its patent or Medtronic developed the allegedly infringing device. It is evident that these instruments perform different functions than Quickie's patented idea, and Quickie does not contend that these instruments in themselves infringe the patent.

Nevertheless, Quickie argues both [a] that it should be entitled to royalties on Medtronic's sales of various of these instruments on the "entire market value" theory; and [b] that the utility of its device in enhancing the value of Medtronic's other instruments is relevant to calculating the hypothetical royalty rate that would be the measure of recovery here. Medtronic does not appear to dispute the latter point, but argues vigorously, citing Rite-Hite Corp. v. Kelley Co., 56 F.3d 1538 [Fed. Cir. 1995] [en banc], that as a matter of law, even if Quickie can establish that the allegedly offending device infringed its patents, it may not recover royalties on the sale of the separate non-infringing instruments with which the suture guide/insert is sold. [Def. Mem. 20 ff.]

Under the "entire market value rule," a patentee may seek damages on unpatented components sold with a patented apparatus, if the patented apparatus "was of such paramount importance that it substantially created the value of the component part." Marconi Wireless Telegraph Co. v. United States, 53 USPQ 246, 250 [Ct. Cl. 1942], aff'd in part and vacated in part, 320 U.S. 1 [1943]. In Rite-Hite, the en banc Federal Circuit noted that the rule "has typically been applied to include in the compensation base unpatented components of a device when the unpatented and patented components are physically part of the same machine." 56 F.3d at 1549. The rule may be applied to include "physically separate unpatented components normally sold with the patented components," but only where "the unpatented and patented components together were considered to be components of a single assembly or parts of a complete machine," or "together constituted a functional unit." Id. at 1550.

Medtronic argues that Quickie will be unable to meet this test as to the various instruments at issue on this motion. Medtronic argues that there is no functional relationship between the unchallenged instruments and the accused suture guide/insert, since the former can be sold and used without the allegedly infringing device. [Def. Mem. 20.] Supporting its position with elaborate descriptions, color schematic drawings, and digital video of beating heart surgery using the devices, Medtronic points out that several of its instruments [the Octopus, Starfish and Urchin] are essentially designed to stabilize and hold in position portions of the heart during surgery, permitting operations to be conducted on a beating heart [rather than with the heart stopped and its functions taken over by artificial heart and lung machines]. Another Medtronic device [marketed under the brand name OctoBase] is a "sternal retractor," used to spread the breastbone

apart to permit freer access to the heart during surgery. The Octopus instrument is then mounted on the OctoBase, as the name of the latter implies.

The accused product is designed to work with the OctoBase "to secure deep retraction sutures" used to position the heart during the surgery. [Def. Mem. 15.] The suture guide is separately sold [albeit frequently "bundled" with other products in package deals], and designed to be inserted into the OctoBase, replacing the parts that are sold as part of that instrument. The challenged device cannot be used with a non-Medtronic sternal retractor, but the Octopus and related products can be mounted on a non-Medtronic retractor. [Id. at 14-15.] Medtronic argues that the Octopus is intended to be used to immobilize small areas of the heart, and the Urchin/Starfish devices to position the heart in a desired direction, and that these functions can be performed regardless of what model of sternal retractor is used. Similarly, the OctoBase product can be used to open the chest with or without the challenged suture guide product. [Def. Mem. 22 and exhibits there cited.] Thus, Medtronic claims, the accused product cannot be treated as part of a "functional unit" with the other instruments, as required by Rite-Hite.

The functionality of the various products, however, is irreducibly a question of fact: Medtronic essentially asks that the Court, without having heard expert testimony or hearing the claims subjected to cross-examination, decide that no reasonable jury could determine that the challenged product acts as part of an integrated system or a system "analogous to a single functioning unit." Rite-Hite, 56 F.3d at 1550. Quickie points out that the components of the entire "Octopus System" have been designed to work together and are sold as a system. While the Octopus was developed earlier and the Starfish/Urchin instruments later, the OctoBase was introduced along with the accused suture guide device, and is described by Medtronic itself as "a reusable stainless steel sternal retractor configured with removable, single use inserts designed for securing deep pericardial sutures during beating heart surgical procedures." [Decl. of Lara A. Johnson, executed Nov. 25, 2003, Ex. 28 at MEDQ 02231.] In other words, the suture guide/insert is described in Medtronic's own literature as a disposable insert for the OctoBase, specifically designed to be used with that instrument as a single unit; a reasonable fact-finder could conclude that the OctoBase and the suture guide act as a single unit, with the latter component sold separately and not integrated as a single machine in large part because of its disposable "single use" quality.

The Octopus and Starfish/Urchin instruments appear less integrally connected to the suture guide/insert. They can apparently be used with other sternal retractors, for example, and the suture guide/insert is not integrated directly into those instruments, as it is into the OctoBase. Quickie argues, however, that the entire "Octopus System" is designed to work together as a functional unit to achieve a particular desired result - optimal beating heart surgery - in a way that is a desirable advance on previous products via a complete system. Cf. Bose Corp. v. JBL, Inc., 274 F.3d 1354, 1361 [Fed. Cir. 2001] ["entire market value rule" applies because the accused device operated "with other components of loudspeakers as a single functioning unit to provide the desired audible performance"] [emphasis added]. In effect, they argue that while the various parts could be used separately, Medtronic designed and markets the "system" as an integrated unit, such that only by using the entire device can a heart surgeon achieve the desired optimal performance. Quickie supplements this showing by presenting expert testimony from surgeons who testify variously that they would never use Medtronic's other products without the OctoBase and its challenged suture guide/inserts; that they have never seen the OctoBase used without the challenged devices; and that there is "no good way" of performing certain surgeries without the complete system. Quickie also offers evidence that the vast majority of sales of all the instruments in question [especially the OctoBase] were made to customers who also purchased the accused device. [See evidence cited at Pl. Mem. 23-25.]

Rite-Hite suggests caution about the interpretation of some of this evidence. The "entire market value rule" does not apply to products that are sold together for "marketing reasons, not because they essentially function[] together." 56 F.3d at 1551. Medtronic argues that its various instruments work separately, to perform separate functions, and that it merely markets these devices together in various custom packages for surgeons who can pick and choose among the various components. Good salesmanship and the preference of users to construct systems from components offered by the same manufacturer could account for the sales statistics. Were the Court sitting as a factfinder based on the cold record before it, Medtronic's argument might seem fairly persuasive as to the Octopus and Starfish/Urchin products, rather less so as to the OctoBase.

But the Court is not in the position of factfinder. Its role here is to decide whether, on the limited summary judgment record presented, Medtronic has shown as to any of the instruments that no reasonable factfinder could conclude that its "Octopus System" is a single functional unit, or a set of components "analogous to" such a single unit, that function together to achieve a desired result in such a way that its entire market value derives from the use of the device that Quickie claims infringes its patent. While Quickie's proposition seems dubious as to at least some of the

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instruments in question, the Court cannot say at this stage that Quickie may not present its evidence to the factfinder in a full trial.

**Conclusion**

Because plaintiff makes no claim of breach of contract, defendant's motion to dismiss such claim is denied. Because there are issues of fact for trial with respect to the integrated functionality of the various products at issue, defendant's motion for partial summary judgment is denied.

So Ordered.

LOAD-DATE: January 29, 2004

# **US District Court Civil Docket**

**U.S. District - New York Southern  
(Foley Square - NYC)**

**1:02cv1157**

**Quickie, Lic v. Medtronic, Inc**

**This case was retrieved from the court on Wednesday, December 01, 2004**

Date Filed: 02/13/2002	Class Code:
Assigned To: Judge Gerard E Lynch	Closed: no
Referred To:	Statute: 35:271
Nature of suit: Patent (830)	Jury Demand: Plaintiff
Cause: Patent Infringement	Demand Amount: \$0
Lead Docket: None	NOS Description: Patent
Other Docket: None	
Jurisdiction: Federal Question	

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Date	#	Proceeding Text
02/13/2002	1	COMPLAINT filed. Summons issued and Notice pursuant to 28 U.S.C. 636(c). FILING FEE \$ 150.00 RECEIPT # 430326. (gmo) (Entered: 02/20/2002)
02/13/2002	2	RULE 1.9 CERTIFICATE filed by Quickie, L.L.C. . (gmo) (Entered: 02/20/2002)
02/13/2002	--	Magistrate Judge Michael H. Dolinger is so designated. (gmo) (Entered: 02/20/2002)
04/11/2002	3	STIPULATION and ORDER, reset answer due for 4/26/02 for Medtronic, Inc. ( signed by Judge Gerard E. Lynch ) (kw) (Entered: 04/12/2002)
04/12/2002	4	AFFIDAVIT OF SERVICE of summons and complaint as to Medtronic, Inc. by mail and facsimile to counsel on 3/15/02 . . (bai) (Entered: 04/17/2002)
04/24/2002	5	NOTICE OF MOTION by Medtronic, Inc. for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice . Return Date 6/4/02 at 9:30. Affidavits of Chryssa V. Valletta, Raphael V. Lupo, Donna M. Tanguay, Brain E. Ferguson and Steven K. Shahida in support attached. (bai) (Entered: 04/26/2002)
04/24/2002	6	RULE 1.9 CERTIFICATE filed by Medtronic, Inc. . (bai) (Entered: 04/26/2002)
04/24/2002	7	ANSWER to Complaint and COUNTERCLAIM by Medtronic, Inc. against Quickie, L.L.C. ; Firm of: Will & Emery by attorney Chryssa V. Valletta for defendant Medtronic, Inc. (bai) (Entered: 04/26/2002)
05/02/2002	--	Memo endorsed on motion; that the Court is granting the [5-1] motion for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice. ( signed by Judge Gerard E. Lynch ); Copies mailed. FORWARDED DOCUMENT TO ATTORNEY ADMISSIONS CLERK. (tp) (Entered: 05/02/2002)
05/15/2002	--	CASHIER'S OFFICE REMARK on [5-1] motion for an order admitting Raphael V. Lupo, Donna M. Tanguay, Brian E. Ferguson and Steven K. Shahida to appear pro hac vice in the amount of \$100.00 paid on 05/03/02 Receipt # 437903. (djc) (Entered: 05/15/2002)
05/22/2002	8	SCHEDULING ORDER: Discovery pertaining to claims construction shall be completed by June 14, 2002; The parties shall submit simultaneous Markman briefs by July 1,2002; Reply briefs shall be submitted by both parties no later than August 1, 2002. ( signed by Judge Gerard E.

- Lynch ); Copies mailed. (jco) (Entered: 05/22/2002)
- 07/03/2002 10 MEMORANDUM OF LAW by Quickie, L.L.C. re: claim construction. (dle) (Entered: 07/11/2002)
- 07/03/2002 11 DECLARATION of Todd S. Sharinn by Quickie, L.L.C. in support Re: [10-1] memorandum . (dle) (Entered: 07/11/2002)
- 07/03/2002 12 OPENING BRIEF by Medtronic, Inc. re:claim construction issues (Markman Brief). (dle) (Entered: 07/11/2002)
- 07/03/2002 13 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support Re: [12-1] opposition memorandum . (dle) (Entered: 07/11/2002)
- 07/09/2002 9 Memo-Endorsement on letter addressed to Ms. Joellen Valentine from Todd S. Sharinn, dated 7/1/02: Granting the parties extension until 7/3/02 to file and serve their Markman briefs . ( signed by Judge Gerard E. Lynch ); Copies mailed. (tp) (Entered: 07/11/2002)
- 08/01/2002 14 REPLY BRIEF by Medtronic, Inc. re: claim construction issues (Markman brief) (yv) (Entered: 08/06/2002)
- 08/01/2002 15 REPLY MEMORANDUM by Quickie, L.L.C. re: claim construction. (yv) (Entered: 08/06/2002)
- 08/01/2002 16 DECLARATION of Todd S. Sharinn by Quickie, L.L.C. in support Re: [15-1] reply memorandum . (yv) (Entered: 08/06/2002)
- 10/02/2002 17 ORDER; that Quickie filed this patent infringement action on 2/13/02, claiming that Medtronic, Inc, with whom it had previously entered into an agreement for the "mutual exchange of confidential information concerning the development, manufacture, and marketing of certain technologies", infringed the '160 Patent by selling a device for retaining sutures. Having briefs and appeared for a Markman hearing on 9/4/02, to discuss the key disputed terms, the action is now before the Court on claim construction; the Court rejects defendant's construction of the disputed terms and adopts plaintiff's construction, with the limitation that "aperture" encompasses not any opening, but rather one that creates a spatial relationship between the movable cam and aperture walls, as described in the patent, that capture of the cam within the aperture . ( signed by Judge Gerard E. Lynch ); (pl) (Entered: 10/07/2002)
- 11/01/2002 18 Transcript of record of proceedings before Judge Gerard E. Lynch 9/4/02. (kw) (Entered: 11/01/2002)
- 11/04/2002 19 STIPULATION and ORDER; that the attorneys of record for plaintiff in this action shall be changed and that Thelen Reid & Priest LLP with offices located at 40 West 57th Street, N.Y.C., be substituted for Greenberg Traurig with offices located at 885 Third Avenue, N.Y.C., as attorneys of record for such plaintiff herein . ( signed by Judge Gerard E. Lynch ) (pl) (Entered: 11/07/2002)
- 11/08/2002 20 NOTICE of CHANGE of ADDRESS by Quickie, L.L.C. Thelen Reid & Priest LLP will be moving to a new address at: Thelen Reid & Priest LLP, 875 Third Avenue, New York, NY, 10022, (212) 603-2000, Fax (212) 603-2001. (sb) (Entered: 11/14/2002)
- 11/26/2002 21 NOTICE OF MOTION by Medtronic, Inc. for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings . Return Date not indicated. Affirmation of Brian E. Ferfuson along with exhibits is attached. (tp) Modified on 12/04/2002 (Entered: 12/04/2002)
- 11/26/2002 22 MEMORANDUM OF LAW by Medtronic, Inc. in support of [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings. (tp) (Entered: 12/04/2002)
- 12/16/2002 23 Memo-Endorsement on letter addressed to Judge Lynch from Chryssa V. Valletta, dated 12/10/02. Re: counsel for dft request to set the foregoing scheduling order deadlines: Quickie L.L.C.'s opposition papers to be filed and served on 12/24/02 and Meltronics reply papers to be filed and served on 1/14/03. Application granted , Meltronic request that your Honor endorse said letter so that the proper exhibit # 10 (annexed to said letter) may become part of the Court Record. Application granted . ( signed by Judge Gerard E. Lynch ) (db) (Entered: 12/20/2002)
- 12/24/2002 24 OPPOSITION by Quickie, L.L.C. to [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings (Filed in the night deposit on 12/24/02 at 3:57 p.m.) (ae) (Entered: 12/26/2002)
- 12/24/2002 25 (COPY) AFFIDAVIT of Mark Fox Evans by Quickie, L.L.C. in support of [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings . (Filed in the night deposit on 12/24/02 at 3:57 p.m.) (ae) (Entered: 12/26/2002)
- 01/14/2003 26 REPLY MEMORANDUM by Medtronic, Inc. in support re: [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination

- proceedings . (djc) (Entered: 01/21/2003)
- 01/23/2003 27 ORDER; denying [21-1] motion for an Order staying this litigation pending the outcome of the U.S. Patent & Trademark Office reexamination proceedings; Discovery is to be completed by 6/20/03. Extensions of the discovery schedule will be disfavored ; A status conference will be held at 10:30 a.m. on 6/27/03. A date for trial, or a schedule for the filing of dispositive motions, will be set at that time . ( signed by Judge Gerard E. Lynch ) (jco) (Entered: 01/27/2003)
- 02/26/2003 28 NOTICE OF MOTION by Medtronic, Inc. for an order pursuant to Rule 1.3(c) of the FRCP. permitting Charles R. Work to appear pro hac vice . Affidavit of Charles R. Work in support of motion attached. No Return Date indicated. (db) (Entered: 02/27/2003)
- 03/11/2003 29 STIPULATION and ORDER: the discovery deadline is extended by sixty (60) days, to and including 8/20/03, and the status conference be extended to 8/22/03 at 11:00 a.m. . ( signed by Judge Gerard E. Lynch ) (db) (Entered: 03/13/2003)
- 03/14/2003 30 Memo endorsed on copy of motion; granting [28-1] motion for an order pursuant to Rule 1.3 (c) of the FRCP permitting Charles R. Work to appear pro hac vice. ( signed by Judge Gerard E. Lynch ); forwarded this document to the Attorney Admissions Clerk. (pl) (Entered: 03/17/2003)
- 03/27/2003 31 Case Management Plan: Joining of parties 6/2/03, amending of pleadings on 6/16/03; All Discovery cutoff 8/20/03; Deadline for filing of dispositive motions 9/30/03; Answering papers to be served and filed by 10/20/03; Reply papers to be served and filed by 10/31/03; Case management conference set for 11:00 8/22/03 ( signed by Judge Gerard E. Lynch ); (cd) (Entered: 03/28/2003)
- 04/10/2003 32 NOTICE OF MOTION by Quickie, L.L.C. for Mark F. Evens to appear pro hac vice on behalf of plaintiff ; for Jeffrey R. Gans to appear pro hac vice on behalf of plaintiff . Return Date 4/25/03. Affidavits of Shari H. Markowitz-Savitt, Jeffrey R. Gans, and Mrk F. Evens are attached. (tp) (Entered: 04/11/2003)
- 04/21/2003 33 NOTICE OF MOTION by Quickie, L.L.C. for an order pursuant to Rule 1.3(c) of the Local Civil Rules of the U.S.D.C. for the S.D.N.Y. admitting Lara A. Johnson to this court on a pro hac vice basis to represent plaintiff Quickie in this action . Return Date 5/7/03. (dle) (Entered: 04/23/2003)
- 04/25/2003 34 Memo endorsed on motion; granting [33-1] motion for an order pursuant to Rule 1.3(c) of the Local Civil Rules of the U.S.D.C. for the S.D.N.Y. admitting Lara A. Johnson to this court on a pro hac vice basis to represent plaintiff Quickie in this action. ( signed by Judge Gerard E. Lynch ) Copy of document sent to Atty. Admissions Clerk. (sb) (Entered: 04/25/2003)
- 05/05/2003 -- Memo endorsed on motion; granting [32-1] motion for Mark F. Evens to appear pro hac vice on behalf of plaintiff; granting [32-2] motion for Jeffrey R. Gans to appear pro hac vice on behalf of plaintiff. ( signed by Judge Gerard E. Lynch ); Sent orig. doc. to the Attorney Admission Clerk. (ae) Modified on 05/06/2003 (Entered: 05/06/2003)
- 06/19/2003 35 NOTICE OF MOTION by Medtronic, Inc. for Mehul R. Jani to appear pro hac vice ; Return Date not indicated; Attached is Affidavit in support; (djc) (Entered: 06/20/2003)
- 06/27/2003 36 AFFIDAVIT of Mehul R. Jani by Medtronic, Inc., Medtronic, Inc. in support of his application to be admitted to practice before this court and represent Medtronic pro hac vice. (dle) (Entered: 07/02/2003)
- 06/30/2003 -- Memo endorsed on motion; granting [35-1] motion for Mehul R. Jani to appear pro hac vice. Document sent to attorney admissions. ( signed by Judge Gerard E. Lynch ) (db) (Entered: 07/01/2003)
- 08/07/2003 -- CASHIER'S OFFICE REMARK on in the amount of \$75.00 paid on 8/7/03 Receipt # 481490. (jco) (Entered: 08/11/2003)
- 09/05/2003 37 STIPULATION and ORDER, that the dates set forth in the initial case management plan shall be extended as follows: dispositive motions-10/30/03; answer to dispositive motions-11/19/03; reply to dispositive motions-12/10/03; tentative trial-two weeks beginning 5/3/04; discovery is now closed, with the sole exception of three depositions previously by the parties for 8/27/03, 8/28/03 and 8/29/03 . ( signed by Judge Gerard E. Lynch ) (dle) (Entered: 09/09/2003)
- 10/30/2003 38 NOTICE OF MOTION by Medtronic, Inc., for an order granting partial summary judgment on damage claims for non-accused, non-Infringing products . No Return Date. (kw) (Entered: 10/31/2003)
- 10/30/2003 39 RULE 56.1 STATEMENT filed by Medtronic, Inc. (kw) (Entered: 10/31/2003)
- 10/30/2003 40 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support of Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing

- products. (kw) (Entered: 10/31/2003)
- 10/30/2003 41 DECLARATION of Michael D. Strong by Medtronic, Inc. in support Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 42 DECLARATION of Jill Hennesen by Medtronic, Inc. in support Re: [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 43 MEMORANDUM OF LAW by Medtronic, Inc. in support of [38-1] motion for an order granting partial summary judgment on damage claims for non-accused, non-infringing products. (kw) (Entered: 10/31/2003)
- 10/30/2003 44 NOTICE OF MOTION by Medtronic, Inc., for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement . No Return Date. (kw) (Entered: 10/31/2003)
- 10/30/2003 45 DECLARATION of Stephen K. Shahida by Medtronic, Inc. in support Re: [44-1] motion for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement. (kw) (Entered: 10/31/2003)
- 10/30/2003 46 MEMORANDUM OF LAW by Medtronic, Inc. in support of [44-1] motion for an order dismissing without prejudice all claims for relief, express or implied, under the parties' license agreement. (kw) (Entered: 10/31/2003)
- 11/17/2003 47 STIPULATION and ORDER, plaintiff's time to serve its opposition to dft's motions be extended to 11/26/03 , and dft's time to serve its reply to plaintiff's oppositionto dft's motions be extended to 12/19/03 . ( signed by Judge Gerard E. Lynch ) (dle) (Entered: 11/19/2003)
- 11/26/2003 48 MEMORANDUM OF LAW In Opposition re: [44] Motion to Dismiss, [38] Motion for Summary Judgment. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 49 RESPONSE re: [39] Rule 56.1 Statement. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 50 RULE 56.1 STATEMENT. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 51 DECLARATION of Lara A. Johnson in Opposition re: [44] Motion to Dismiss, [38] Motion for Summary Judgment. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 52 AFFIRMATION of Susan B. McInerney in Support re: [51] Declaration in Opposition to Motion. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M. (sac, ) (Entered: 12/10/2003)
- 11/26/2003 53 EXHIBIT to Declaration of Lara A. Johnson Volume I Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:21 P.M.(sac, ) (Entered: 12/10/2003)
- 11/26/2003 54 EXHIBIT to Declaration of Lara A. Johnson Volume II. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:22 P.M.(sac, ) (Entered: 12/10/2003)
- 11/26/2003 55 EXHIBIT to Declaration of Lara A. Johnson Volume III. Document filed by Quickie, L.L.C. Received in the night deposit box on 11/26/03 at 6:22 P.M.(sac, ) (Entered: 12/10/2003)
- 12/08/2003 56 ENDORSED LETTER addressed to Judge Gerard E. Lynch from Susan McInerney dated 11/25/03 re: Quickle requests an extension of the page limitation to 35 pages to file opposition to defendant Medtronic's two motions. So ordered. (Signed by Judge Gerard E. Lynch on 11/26/03) (kw, ) (Entered: 12/23/2003)
- 12/19/2003 57 REPLY MEMORANDUM OF LAW In Support re: [44] Motion to Dismiss. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 58 DEFENDANT'S RESPONSE TO PLAINTIFF'S [50] Rule 56.1 Statement. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 59 DECLARATION of Stephen K. Shahida in Support re: [38] Motion for Summary Judgment. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/19/2003 60 REPLY MEMORANDUM OF LAW in Support re: [38] Motion for Summary Judgment. Document filed by Medtronic, Inc.. (dle, ) (Entered: 01/07/2004)
- 12/31/2003 61 Plaintiff's COUNTER STATEMENT TO [39] Rule 56.1 Statement. Document filed by Quickie, L.L.C.. (dle, ) (Entered: 01/14/2004)
- 12/31/2003 62 DECLARATION of Eugene A. Grossi, MD. Document filed by Quickie, L.L.C.. (dle, ) (Entered: 01/14/2004)

- 01/15/2004 63 OPINION and ORDER # 89572: because plaintiff makes no claim of breach of contract, defendants [44] motion to dismiss such a claims is DENIED. Because there are issues of fact for trial with respect to the intergrated functionality of the various products at issue, defendants [38] motion for partial summary judgment is DENIED. (Signed by Judge Gerard E. Lynch on 1/14/04) (db, ) (Entered: 01/27/2004)
- 02/20/2004 64 NOTICE OF MOTION & MOTION for Grace M. Mora to Appear Pro Hac Vice with attached affdvs of Susan B. McInerney and Grace M. Morain support. (NDB) Document filed by Quickie, L.L.C.. (pa, ) (Entered: 02/23/2004)
- 03/15/2004 65 ORDER granting [64] MOTION for Grace M. Mora to Appear Pro Hac Vice filed by Quickie, L.L.C. (Signed by Judge Gerard E. Lynch on 3/10/04) (tp, ). (Entered: 03/18/2004)
- 03/15/2004 -- Transmission to Attorney Admissions Clerk. Transmitted re: [65] Order, to the Attorney Admissions Clerk for updating of Attorney Information. (tp, ) (Entered: 03/18/2004)
- 04/01/2004 66 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of Mr. Q. Todd Dickinson on any subject other than US Patent and trademark office practices and procedures. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 67 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of evidence concerning pre-judgement interest. Oral Argument Requested (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 68 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any testimony of Dr. Wolf concerning infringement or licensing Oral Argument Requested. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 69 NOTICE OF MOTION in Limine to preclude pltff from introducing at trial any expert testimony concerning infringement under the doctrine of equivalents. (Oral Argument Requested (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 70 MEMORANDUM OF LAW in Support re: [69] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 71 MEMORANDUM OF LAW in Support re: [67] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 72 MEMORANDUM OF LAW in Support re: [66] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 73 MEMORANDUM OF LAW in Support re: [68] MOTION in Limine. (nite dep. box). Document filed by Medtronic, Inc.. (pa, ) (Entered: 04/02/2004)
- 04/01/2004 74 Verdict Form for Jury. Document filed by Quickie, L.L.C.. (dle, ) (Entered: 04/05/2004)
- 04/01/2004 75 Proposed Voir Dire Questions. Document filed by Quickie, L.L.C..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 76 Proposed Jury Instructions. Document filed by Quickie, L.L.C..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 77 Medtronic, Inc.'s Proposed Jury Verdict Form. Document filed by Medtronic, Inc.. (dle, ) (Entered: 04/05/2004)
- 04/01/2004 78 Proposed Voir Dire Questions. Document filed by Medtronic, Inc..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 79 Proposed Jury Instructions. Document filed by Medtronic, Inc..(dle, ) (Entered: 04/05/2004)
- 04/01/2004 80 MOTION in Limine to exclude deft's use of the "advise of counsel" defense based upon Daniel Latham's E-mails. Document filed by Quickie, L.L.C. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 81 DECLARATION of Lara Johnson in Support re: [80] MOTION in Limine. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 82 MEMORANDUM OF LAW in Support re: [80] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 83 MOTION in Limine to exclude certain patents as exhibits and testimony relating to those patents. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 84 MEMORANDUM OF LAW in Support re: [83] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 85 MOTION in Limine to exclude testimony concerning deft's Fifth Affirmative Defense, pursuant to 35 USC 112. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 86 DECLARATION of Lara Johnson in Support re: [85] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)
- 04/01/2004 87 MEMORANDUM OF LAW in Support re: [85] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 88 MOTION in Limine to exclude expert testimony of Dr. Wright on invalidity. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 89 DECLARATION of Lara Johnson in Support re: [88] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 90 MEMORANDUM OF LAW in Support re: [88] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 91 MOTION in Limine to esclude extrinsic evidence offered by Medtronic that contradicts the plain terms of the license agreement. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 92 DECLARATION of Lara Johnson in Support re: [91] MOTION in Limine.. Document filed by Quickie, L.L.C. (cd, ) (Entered: 04/05/2004)

04/01/2004 93 MEMORANDUM OF LAW in Support re: [91] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 94 MOTION in Limine to limit the expert testimony of Dr. Stong III. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 95 DECLARATION of Lara Johnson in Support re: [94] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 96 MEMORANDUM OF LAW in Support re: [94] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 97 MOTION in Limine to exclude irrelevant and unduly prejudicial exhibits designated by deft. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 98 DECLARATION of Lara Johnson in Support re: [97] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 99 MEMORANDUM OF LAW in Support re: [97] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 100 MOTION in Limine to exclude the testimony of Mr. Mossinghoff. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 101 DECLARATION of Lara Johnson in Support re: [100] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 102 MEMORANDUM OF LAW in Support re: [100] MOTION in Limine.. Document filed by Quickie, L.L.C.. (cd, ) (Entered: 04/05/2004)

04/01/2004 103 Proposed Pretrial Order. Document filed by Medtronic, Inc., Quickie, L.L.C..(cd, ) (Entered: 04/05/2004)

04/02/2004 104 Defendant's Objections To Plaintiff's Designations. Document filed by Medtronic, Inc.. (jml, ) (Entered: 04/05/2004)

05/07/2004 105 ORDER plaintiff's motion to admit Grace M. Mora pro hac vice was granted by the Court's Order dated 3/10/04. The Clerk of the Court is respectfully directed to close out this motion in all internal reports. So Ordered. (Signed by Judge Gerard E. Lynch on 5/5/04) (jco, ) (Entered: 05/10/2004)

09/02/2004 106 ORDER that the motions (docket nos. 66-69, 80, 83, 85, 88, 91, 94, 97, and 100) shall be deemed withdrawn, without prejudice to their renewal if and when the case returns to the court's active docket. The clerk of court is directed to close out these motions in all internal reports. (Signed by Judge Gerard E. Lynch on 8/30/04) (dle, ) (Entered: 09/07/2004)

11/12/2004 107 ORDER; the Clerk of the Court is respectfully directed to transfer this case to the suspense docket until further notice. The parties are directed to appear before the Court for a status conference on 3/4/05, at 11:00 a.m., and to advise the Court promptly of any decision in the parallel proceedings before the PTO. (Signed by Judge Gerard E. Lynch on 11/4/04) (pl, ) (Entered: 11/17/2004)

11/12/2004 -- Set/Reset Scheduling Order Deadlines: Status Conference set for 3/4/2005 11:00 AM before Judge Gerard E. Lynch. (pl, ) (Entered: 11/17/2004)

PEPE & HAZARD LLP  
LAW OFFICES

Goodwin Square  
225 Asylum Street  
Hartford, CT 06103

Telephone: [860] 522-5175  
Fax: [860] 522-2796

# Fax Cover Sheet

DATE: October 3, 2006 TIME: \_\_\_\_\_ CLIENT/MATTER: 1234-1

PLEASE DELIVER THIS FAX IMMEDIATELY TO:

NAME/PHONE:	FIRM:	FAX NUMBER:
Timothy J. Maier	Maier & Maier	703 991-7071

FROM: Sheila P. Klapatch

MESSAGE:

DOCUMENT DESCRIPTION:

TOTAL NUMBER OF PAGES, INCLUDING THIS COVER SHEET: 6

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL US IMMEDIATELY.

THE INFORMATION CONTAINED IN THIS ELECTRONIC MESSAGE AND ANY ATTACHED DOCUMENT(S) IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW DISSEMINATION DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (860) 522-5175 OR BY ELECTRONIC MAIL (postmaster@pepehazard.com) IMMEDIATELY. THANK YOU.

Transmitted By: \_\_\_\_\_ Return To: klapatch

**PEPE & HAZARD LLP**  
A BUSINESS LAW FIRM

GOODWIN SQUARE  
225 ASYLUM STREET  
HARTFORD, CONNECTICUT 06103-4302  
860.522.5175 FACSIMILE: 860.522.2796

SHIELA P. Klapatch  
Paralegal  
Direct: 860.524.7014  
[sklapatch@pepehazard.com](mailto:sklapatch@pepehazard.com)

October 3, 2006

By Facsimile

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria VA 22314

Dear Mr. Maier:

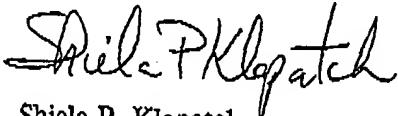
Quickie, LLC  
Transfer of Files  
Our Ref: 29620

Pursuant to your letter dated September 26, 2006 to Peter L. Costas, attached are the following:

1. Letter dated May 1, 2001 to Quickie, LLC with listing of files to be transferred signed by Alan Fell on behalf of Quickie.
2. Letter dated May 21, 2001 to Todd Sharinn listing the files being transferred to him by our firm (expurgated).

If we can be of further help, please let me know.

Very truly yours,

  
Shiela P. Klapatch

SPK/29620/1/788132v1  
10/03/06-HRT/

BOSTON

HARTFORD

FAIRFIELD COUNTY

[www.pepehazard.com](http://www.pepehazard.com)

## PEPE &amp; HAZARD LLP

## LAW OFFICES

GOODWIN SQUARE  
 HARTFORD, CONNECTICUT 06103-4302  
 860/522-5175 FACSIMILE 860/522-2796

DAVID URBANIK  
 Executive Director  
 Direct Dial: (860) 241-2658  
 durbanik@pepehazard.com

May 4, 2001

**BY FAX AND FIRST CLASS MAIL**

Quickie, LLC  
 c/o Alan Fell, Esq.  
 Rick, Steiner P.C.  
 Three New York Plaza  
 New York, NY 10004

Re: Transfer of Legal Matters/Documentation

Dear Mr. Fell:

As you may know, Todd Sharinn, who has handled various matters for you, will be leaving Pepe & Hazard soon to start his own firm. We very much regret losing Todd, but wish him well.

His departure, however, raises the question of responsibility for your files in the above-captioned matters. If you wish our firm to continue its representation, we would be pleased to do so. If, on the other hand, you wish Mr. Sharinn to assume responsibility for these cases, we will transfer the files to him.

Please indicate below whether you would like the files to be transferred, and return a signed copy of this letter to me either by fax at 860-522-2796 or by returning same in the enclosed self-addressed envelope. In the interim, if you have any questions you may contact Todd directly at 860-242-2977.

Sincerely,

David Urbanik

cc: Todd S. Sharinn, Esq.

PEPE&amp;HAZARD LLP

January 15, 2001

Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

Please TransferPlease Do Not Transfer~~Novartis Knotted Suture System For Use In~~var ~~sant usp EPO~~~~Biocor Endo Surgery Inc~~~~TS Surgical~~

Suture Termination Device 4-150

~~General Corp~~

Sutureless System For Attachment 6

~~MediQure License Agreement~~

Date

~~PEPE~~ HAZARD LLP

LAW OFFICES

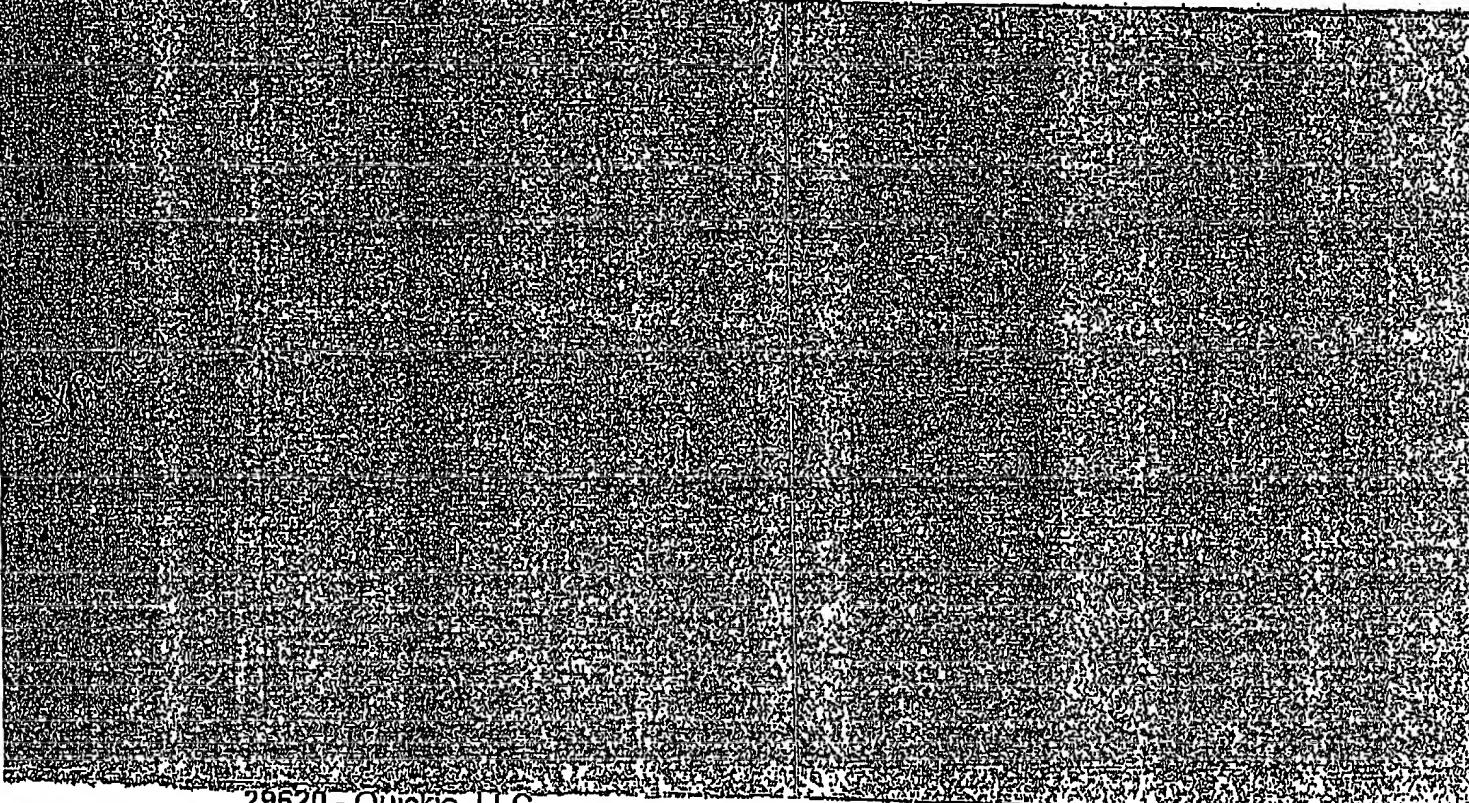
GOODWIN SQUARE  
HARTFORD, CONNECTICUT 06103-4302  
860/522-5175 FACSIMILE 860/522-2796

CYNTHIA TREFETHEN-LEMAY  
Records Manager  
DIRECT DIAL 203/241-2669  
e-mail clemay@pepehazard.com

May 21, 2001

Mr. Todd Sharinn  
23 Highwood Road  
Bloomfield, CT 06002

Re: Transfer of Original Client Files listed below:



29620 - Quickie, LLC

- ✓ 1 EP0 Novel Knotless Suture System For Use In
- ✓ 1 US0 Novel Knotless Suture System For Use In
- ✓ 2 Ethicon Endo-Surgery, Inc.
- ✓ 3 U.S. Surgical
- ✓ 5 General Corp
- ✓ 401 Medtronic License Agreement



# PEPE & HAZARD LLP

A BUSINESS LAW FIRM

GOODWIN SQUARE  
225 ASYLUM STREET  
HARTFORD, CONNECTICUT 06103-4302  
860.522.5175 FACSIMILE: 860.522.2796

SHIELA P. Klapatch  
Paralegal  
Direct: 860.524.7014  
sklapatch@pepehazard.com

October 3, 2006

By Facsimile

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria VA 22314

Dear Mr. Maier:

Quickie, LLC  
Transfer of Files  
Our Ref: 29620

Pursuant to your letter dated September 26, 2006 to Peter L. Costas, attached are the following:

1. Letter dated May 1, 2001 to Quickie, LLC with listing of files to be transferred signed by Alan Fell on behalf of Quickie.
2. Letter dated May 21, 2001 to Todd Sharinn listing the files being transferred to him by our firm (expurgated).

If we can be of further help, please let me know.

Very truly yours,



Shiela P. Klapatch

SPK/29620/1/788132v1  
10/03/06-HRT/

BOSTON

HARTFORD

FAIRFIELD COUNTY

[www.pepehazard.com](http://www.pepehazard.com)

~~PEPE HAZARD~~ LLP

LAW OFFICES

GOODWIN SQUARE  
HARTFORD, CONNECTICUT 06103-4302  
860/522-5175 FACSIMILE 860/522-2796

DAVID URBANIK  
Executive Director  
Direct Dial: (860) 241-2658  
[durbanik@pepehazard.com](mailto:durbanik@pepehazard.com)

May 4, 2001

BY FAX AND FIRST CLASS MAIL

Quickie, LLC  
c/o Alan Fell, Esq.  
Rick, Steiner P.C.  
Three New York Plaza  
New York, NY 10004

Re: Transfer of Legal Matters/Documentation

Dear Mr. Fell:

As you may know, Todd Sharinn, who has handled various matters for you, will be leaving Pepe & Hazard soon to start his own firm. We very much regret losing Todd, but wish him well.

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Sincerely,



David Urbanik

cc: Todd S. Sharinn, Esq.

January 15, 2001  
Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

	<u>Please Transfer</u>	<u>Please Do Not Transfer</u>
Novel Knotless Suture System For Use In [REDACTED]	Var	Sant USP EPO
EICON Endo Surgery Inc [REDACTED]		
JPS Surgical [REDACTED]		
Suture Termination Device 4-USP		
General Corp [REDACTED]		
Sutureless System For Attachment 6		
Mitrofane Because Agreement [REDACTED]		
		
5/14/01		
Date		

**PEPE & HAZARD LLP**

LAW OFFICES

GOODWIN SQUARE  
HARTFORD, CONNECTICUT 06103-4302  
860/522-5175 FAX 860/522-2796

CYNTHIA TREFETHEN-LEMAY  
Records Manager  
DIRECT DIAL 203/241-2669  
e-mail clemay@pepehazard.com

May 21, 2001

Mr. Todd Sharinn  
23 Highwood Road  
Bloomfield, CT 06002

Re: Transfer of Original Client Files listed below:

29620 - Quickie, LLC

- ✓ 1 EP0 Novel Knotless Suture System For Use In
- ✓ 1 US0 Novel Knotless Suture System For Use In
- ✓ 2 Ethicon Endo-Surgery, Inc.
- ✓ 3 U.S. Surgical
- ✓ 5 General Corp
- ✓ 401 Medtronic License Agreement

*RECORDED?*

Dear Todd:

Pursuant to your client's request that their original files be transferred to you, accompanying this letter you will find 2 boxes containing the above-captioned original client files.

By your signature below indicating receipt of these files, you also agree that you will preserve them in their entirety for ten (10) years from the date hereof (or in accordance with your firm's records retention policy) and grant this firm (Pepe & Hazard) reasonable access should that become necessary.

Please indicate your receipt of these files by signing this letter below and returning the original to me as soon as possible.

Sincerely,

*Cynthia Trefethen-LeMay*  
Cynthia Trefethen-LeMay  
Records Manager

RECEIVED AND AGREED:

DATE: \_\_\_\_\_

Todd S. Sharinn

Dear Todd:

Pursuant to your client's request that their original files be transferred to you, accompanying this letter you will find 2 boxes containing the above-captioned original client files.

By your signature below indicating receipt of these files, you also agree that you will preserve them in their entirety for ten (10) years from the date hereof (or in accordance with your firm's records retention policy) and grant this firm (Pepe & Hazard) reasonable access should that become necessary.

Please indicate your receipt of these files by signing this letter below and returning the original to me as soon as possible.

Sincerely,

*Cynthia Trefethen-LeMay*  
Cynthia Trefethen-LeMay  
Records Manager

RECEIVED AND AGREED:

DATE: \_\_\_\_\_

Todd S. Sharinn

# PEPE & HAZARD LLP

A BUSINESS LAW FIRM

GOODWIN SQUARE  
225 ASYLUM STREET  
HARTFORD, CONNECTICUT 06103-4302  
860.522.5175 FACSIMILE: 860.522.2796

PETER L. COSTAS

Attorney At Law

†Also Admitted in New York

Direct: 860.241.2630

[pcostas@pepehazard.com](mailto:pcostas@pepehazard.com)

October 31, 2006

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria VA 22314

Dear Mr. Maier:

Quickie, LLC  
Patent No. 6,066,160  
Our Ref: 29620

In response to your letter dated October 26, 2006, Alan Fell signed a letter on May 14, 2001 transferring responsibility for the subject patent from this firm to Todd Sharinn. (See Pepe & Hazard letter to Quickie LLC dated May 4, 2001 which was signed by Alan Fell on behalf of Quickie). As a result, we transferred the file(s) to Todd Sharinn and this ended our responsibility for further action in the file.

In reviewing the PTO web site for the file history on the subject patent, we noted and enclose a copy of the following:

1. FAX Transmittal Cover Sheet of Greenberg Traurig, LLP to the PTO forwarding a Change of Correspondence Address Form dated October 22, 2002 and signed by Todd S. Sharinn and a "Fee Address" Indication Form dated October 22, 2002 also signed by Todd S. Sharinn. These were stamped received by the PTO on December 16, 2002. (The "Fee Address" form is specifically for Maintenance Fees).
2. Certificate of Mailing by First Class Mail (37 CFR 1.8) certifying that a Change of Correspondence Address Fee Address Indication Form & Post Card were mailed to the PTO first class mail on October 22, 2002.

SPK/1234/1/791803v1  
10/31/06-HRT/

BOSTON

HARTFORD

FAIRFIELD COUNTY

[www.pepehazard.com](http://www.pepehazard.com)

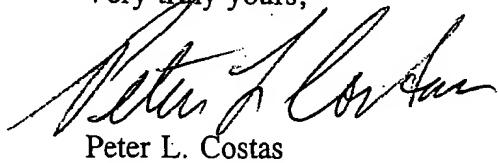
October 31, 2006

Page 2

3. PTO Change of Address/Power of Attorney Form showing the Pepe & Hazard firm and Customer Number. This form has been crossed out indicating that it has been superseded by another firm.

We believe that these materials clearly establish that Pepe & Hazard had no responsibility for continued activity in the matter of the subject patent.

Very truly yours,



Peter L. Costas

~~PEPE~~ HAZARD LLP

LAW OFFICES

GOODWIN SQUARE  
HARTFORD, CONNECTICUT 06103-4302  
860/522-5175 FACSIMILE 860/522-2796

DAVID URBANIK  
Executive Director  
Direct Dial: (860) 241-2658  
[durbanik@pepehazard.com](mailto:durbanik@pepehazard.com)

May 4, 2001

BY FAX AND FIRST CLASS MAIL

Quickie, LLC  
c/o Alan Fell, Esq.  
Rick, Steiner P.C.  
Three New York Plaza  
New York, NY 10004

Re: Transfer of Legal Matters/Documentation

Dear Mr. Fell:

As you may know, Todd Sharinn, who has handled various matters for you, will be leaving Pepe & Hazard soon to start his own firm. We very much regret losing Todd, but wish him well.

His departure, however, raises the question of responsibility for your files in the above-captioned matters. If you wish our firm to continue its representation, we would be pleased to do so. If, on the other hand, you wish Mr. Sharinn to assume responsibility for these cases, we will transfer the files to him.

Please indicate below whether you would like the files to be transferred, and return a signed copy of this letter to me either by fax at 860-522-2796 or by returning same in the enclosed self-addressed envelope. In the interim, if you have any questions you may contact Todd directly at 860-242-2977.

Sincerely,



David Urbanik

cc: Todd S. Sharinn, Esq.

January 15, 2001

Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

Please Transfer

Please Do Not Transfer

Novel Knotless Suture System For Attachment

Var Sunt USP EPO

Emerson Surgical, Inc.

JDS Surgical

Suture Termination Device 4-USP

General Corp #5

Sutureless System For Attachment 6

Medical License Agreement



5/14/01

Date

January 15, 2001

Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

Please Transfer

Please Do Not Transfer

Novel Knotless Suture System For Use In [REDACTED]

var Sunt USP EPO

Ethicon Endo-Surgery, Inc. [REDACTED]

[REDACTED]

Suture Termination Device 4-USP

General Corp. [REDACTED]

Sutureless System For Attachment 6

Memorandum Of Agreement [REDACTED]



5/14/01

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:	U.S. Patent No.:	6,066,160
Colvin et al.	Filed:	November 23, 1998
Appl. No. 09/198,087	Issued:	May 23, 2000
For: Passive Knotless Suture Terminator For Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Securing	Art Unit:	3731

**Statement in Support of Petition Under 37 C.F.R. § 1.378(b)**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

In accordance with the requirements of 37 C.F.R. § 1.378(b) and M.P.E.P. § 2590, Petitioner makes the following declaration.

I, Todd S. Sharrin, hereby declare:

- (1) I was an attorney at Pepe & Hazard, LLP, and was responsible for US Patent No. 6,066,160, owned by Quickie, LLC, and responsibility for the subject patent was transferred from Pepe & Hazard to me as an attorney at Greenberg Traurig, LLP, as evidenced by the enclosed letter signed by Alan Fell, Esq., on May 14, 2001, as well as, the Change of Correspondence Address Form dated October 22, 2002 signed by me, the "Fee Address" Indication Form also dated October 22, 2002 also signed by me, the Certificated of Mailing by First Class Mail (37 C.F.R. 1.8)

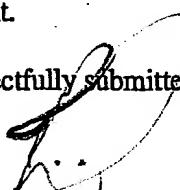
certifying that both forms were mailed to the USPTO on October 22, 2002, and the PTO/Change of Address/Power of Attorney Form indicating that Pepe & Hazard's responsibility for the subject patent has been superseded.

- (2) My responsibility, including the payment of any maintenance fee that may become due, for the subject patent ended prior to the date where the payment of a first maintenance fee was due as evidenced by the enclosed Revocation of Prior Powers of Attorney signed on the behalf of Quickie, LLC, on March 4, 2003 wherein "all prior powers of attorney previously given [were] hereby revoked."

### *Conclusion*

I declare that all statements made herein of my own knowledge are true and that these statements were made with the knowledge that willful false statements or the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity and enforceability of the '160 patent.

Respectfully submitted,



Todd S. Sharinn, Esq.

Date: 11/20/06

c/o Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria, VA 22314  
(703) 740-8322

# PEPE & HAZARD LLP

A BUSINESS LAW FIRM

GOODWIN SQUARE  
225 ASYLUM STREET  
HARTFORD, CONNECTICUT 06103-4302  
860.522.5175 FACSIMILE: 860.522.2796

PETER L. COSTAS  
Attorney At Law  
†Also Admitted in New York  
Direct: 860.241.2630  
[pcostas@pephazard.com](mailto:pcostas@pephazard.com)

October 31, 2006

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria VA 22314

Dear Mr. Maier:

Quickie, LLC  
Patent No. 6,066,160  
Our Ref: 29620

In response to your letter dated October 26, 2006, Alan Fell signed a letter on May 14, 2001 transferring responsibility for the subject patent from this firm to Todd Sharinn. (See Pepe & Hazard letter to Quickie LLC dated May 4, 2001 which was signed by Alan Fell on behalf of Quickie). As a result, we transferred the file(s) to Todd Sharinn and this ended our responsibility for further action in the file.

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SPK/1234/1/791803v1  
10/31/06-HRT/

BOSTON

HARTFORD

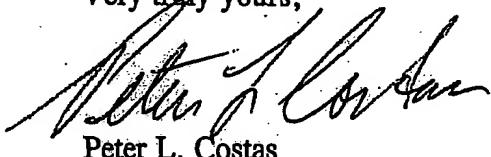
FAIRFIELD COUNTY

October 31, 2006  
Page 2

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We believe that these materials clearly establish that Pepe & Hazard had no responsibility for continued activity in the matter of the subject patent.

Very truly yours,



A handwritten signature in black ink, appearing to read "Peter J. Costas".

Peter L. Costas

**PEPE & HAZARD LLP**

**LAW OFFICES**

GOODWIN SQUARE  
HARTFORD, CONNECTICUT 06103-4302  
860/522-5175 FAXSIMILE 860/522-2796

DAVID URBANIK  
Executive Director  
Direct Dial: (860) 241-2658  
[durbanik@pepehazard.com](mailto:durbanik@pepehazard.com)

May 4, 2001

**BY FAX AND FIRST CLASS MAIL**

Quickie, LLC  
c/o Alan Fell, Esq.  
Rick, Steiner P.C.  
Three New York Plaza  
New York, NY 10004

Re: Transfer of Legal Matters/Documentation

Dear Mr. Fell:

As you may know, Todd Sharinn, who has handled various matters for you, will be leaving Pepe & Hazard soon to start his own firm. We very much regret losing Todd, but wish him well.

His departure, however, raises the question of responsibility for your files in the above-captioned matters. If you wish our firm to continue its representation, we would be pleased to do so. If, on the other hand, you wish Mr. Sharinn to assume responsibility for these cases, we will transfer the files to him.

Please indicate below whether you would like the files to be transferred, and return a signed copy of this letter to me either by fax at 860-522-2796 or by returning same in the enclosed self-addressed envelope. In the interim, if you have any questions you may contact Todd directly at 860-242-2977.

Sincerely,



David Urbanik

cc: Todd S. Sharinn, Esq.

January 15, 2001  
Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

Please Transfer      Please Do Not Transfer

[REDACTED] Novatechless Suture System for Use In

Var Sent USP EPO

[REDACTED] Ethicon Endo-Surgery, Inc.

[REDACTED]

Suture Termination Device 4-USP

[REDACTED]

Sutureless System For Attachment 6

[REDACTED] VWR Scientific

H. C. Fell

5/14/01

Date

January 15, 2001

Page 2

I hereby request that the files set forth above be transferred to Attorney Todd Sharinn.

Please Transfer      Please Do Not Transfer

Novel Endo Suture System For Attachment

Var Sent USP EPD

Endo Surgery Inc

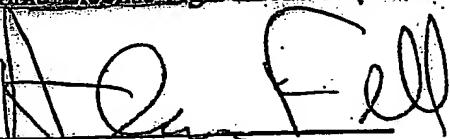
Sutureless System

Suture Termination Device 4-USP

General Corp

Sutureless System For Attachment 6

Autosuture



5/14/01

Date



02-16-02 13:12:11

## FAX RECEIVED

### Transmittal Cover Sheet

DEC 16 2002

### REEXAM UNIT

**TO** Marsha Twitty  
**Company** U.S. Patent and Trademark Office  
**Fax Number** 703-305-1013  
**Phone Number** 703-308-9692  
**FROM** Linda Garramone  
**File Number** 51822.010700  
**Comments** Change of Correspondence Address and Fee Address Indication Form  
  
**Date** December 16, 2002  
**No. Pages** Including this cover sheet 4

Please notify us immediately if not received properly at 212-801-2100

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885 Third Avenue, New York, New York 10022 (212) 801-2100 Fax (212) 688-2449

DEC 16 2002

Please type a plus sign (+) inside this box → +

PTO/SB/124  
UNITApproved for use through 10/31/2002 GMB057-0035  
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

## CHANGE OF CORRESPONDENCE ADDRESS Patent

Address to:  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Patent Number	6,066,160
Issue Date	May 23, 2000
Application Number	09/198,087
Filing Date	November 23, 1998
First Named Inventor	COLVIN

#7  
(new)

Please change the Correspondence Address for the above-identified patent to:

 Customer Number

Place Customer  
Number Bar Code  
Label here

OR

Firm or Individual Name	Todd S. Sharinn			
Address	Greenberg Traurig, LLP			
Address	885 Third Avenue, 21st Floor			
City	New York	State	NY	ZIP
Country	US			
Telephone	212-801-2157	Fax	212-688-2449	

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

This form will not affect any "fee address" provided for the above-identified patent. To change a "fee address" use the "Fee Address Indication Form" (PTO/SB/47).

I am the :

- Patentee.
- Assignee of record of the entire interest. See 37 CFR 3.71.
- Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).
- Attorney or agent of record.

Typed or Printed Name	Todd S. Sharinn
Signature	
Date	October 22, 2002

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**"FEE ADDRESS" INDICATION FORM****FAX RECEIVED**

DEC 16 2002

**EXAM UNIT**

Address to:  
Assistant Commissioner for Patents  
Box M Correspondence  
Washington, D.C. 20231

**INSTRUCTIONS:** Only an address associated with a Customer Number can be established as the fee address for maintenance fee purposes (hereafter, fee address). A fee address should be specified when the patentee would like correspondence related to maintenance fees to be mailed to a different address than the correspondence address for the application. If there is a Customer Number already associated with the fee address for the patent or allowed application, check the first box below and provide the Customer Number in the space provided. If there is no Customer Number associated with the fee address for the patent or allowed application, you must check the second box below and attach a Request for Customer Number form (PTO/SB/125). For more information on Customer Numbers, see the Manual of Patent Examining Procedure (MPEP) Section 403.

Please recognize as the "Fee Address" under the provisions of 37 CFR 1.363 the following address associated with the following customer number.

 Customer Number

32361

OR

Type Customer Number here

Place Customer Number Bar  
Code 20231-01  
PATENT TRADEMARK OFFICE

 Request for Customer Number (PTO/SB/125) attached hereto

In the following listed application(s) for which the Issue Fee has been paid or patent(s).

PATENT NUMBER (if known)	APPLICATION NUMBER
6,066,160	

(check one)

 Applicant/Inventor Attorney or agent of record 42144

Signature

Todd S. Sharinn

Typed or printed name

212-801-2151

Requester's telephone number

October 22, 2002

Date

Assignee of record of the entire interest. See  
37 CFR 3.71. Statement under 37 CFR 3.73(b)  
is enclosed enclosed. (Form PTO/SB/98)

Assignment recorded at \_\_\_\_\_ from \_\_\_\_\_

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This collection of information is required by 37 CFR 1.363. This information is used by the public to submit (and by the USPTO to process) payment of patent maintenance fees. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 0.08 hours to complete, including gathering, preparing, and submitting the complete payment of maintenance fees. Time will vary depending on the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231, or to the General Counsel, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND THEM TO: Assistant Commissioner for Patents, Washington, DC 20231.

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)**

Applicant(s): Colvin et al.

Docket No.

51822.010700

Serial No.  
09/198,087Filing Date  
November 23, 1998Examiner  
Gary JacksonGroup Art Unit  
3731**Invention: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY  
AND TO FACILITATE STANDARD TISSUE SECURING**I hereby certify that this Change of Correspondence Address, Fee Address Indication Form & Post Card  
*(Identify type of correspondence)*is being deposited with the United States Postal Service as first class mail in an envelope addressed to: The  
Assistant Commissioner for Patents, Washington, D.C. 20231 on October 22, 2002  
*(Date)*Linda Garramone*(Typed or Printed Name of Person Mailing Correspondence)*  
*(Signature of Person Mailing Correspondence)*

Note: Each paper must have its own certificate of mailing.

P07A/REV03



Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

**CHANGE OF ADDRESS/POWER OF ATTORNEY**

FILE LOCATION 9200 SERIAL NUMBER 09198087 PATENT NUMBER 6066160

THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 26614

THE PRACTITIONERS OF RECORD HAVE BEEN CHANGED TO CUSTOMER # 26614

THE FEE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 26614

ON 03/28/01 THE ADDRESS OF RECORD FOR CUSTOMER NUMBER 26614 IS:

PEPE & HAZARD, LLP  
GOODWIN SQUARE  
225 ASYLUM ST.  
HARTFORD CT 06103

AND THE PRACTITIONERS OF RECORD FOR CUSTOMER NUMBER 26614 ARE:

18637 42144

PTO INSTRUCTIONS: PLEASE TAKE THE FOLLOWING ACTION WHEN THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER NUMBER: RECORD, ON THE NEXT AVAILABLE CONTENTS LINE OF THE FILE JACKET, 'ADDRESS CHANGE TO CUSTOMER NUMBER'. LINE THROUGH THE OLD ADDRESS ON THE FILE JACKET LABEL AND ENTER ONLY THE 'CUSTOMER NUMBER' AS THE NEW ADDRESS. FILE THIS LETTER IN THE FILE JACKET. WHEN ABOVE CHANGES ARE ONLY TO FEE ADDRESS AND/OR PRACTITIONERS OF RECORD, FILE LETTER IN THE FILE JACKET. THIS FILE IS ASSIGNED TO GAU 3731.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo  
CONTROL NO.: 90/006,460  
PATENT NO.: 6,066,160  
FILING DATE: November 25, 2002  
TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING  
EXAMINER: Woo, J.  
ART UNIT: 3731

---

Commissioner for Patents

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
(REVOCATION OF PRIOR POWERS)

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following attorney(s) and/or agent(s) are hereby appointed to prosecute and  
transact all business in the Patent and Trademark Office connected therewith.

Robert E. Krebs, Registration No. 25,885; David B. Ritchie, Registration No. 31,562; Marc S. Hanish, Registration  
No. 42,525; John P. Schaub, Registration No. 42,125; Adrienne Young, Registration No. 44,000; Steven J.  
Robbins, Registration No. 40,299; Thierry K. Lo, Registration No. 49,097; William Samuel Nieca, Registration No.  
47,824; J. Davis Gilmer, Registration No. 44,711; William E. Winters, Registration No. 42,232; Masako Ando, (37  
C.F.R. §1.19 (b)); and John Klaas Uilkema, Registration No. 20,292; Becky L. Troutman, Registration No. 38,703;  
Hal J. Bohner, Registration No. 27,856;

Quickie, LLC

(type or print identity of assignee of entire interest)

3 New York Plaza  
Attn: Alan Fell  
New York, NY 10004

Address

Recorded in PTO on 11/23/1998  
Reel 9608  
Frame 0640

ASSIGNEE STATEMENT

The undersigned states that he is authorized to act on behalf of the assignee.

Aubrey C. Gallaway  
Signature

Date 3/4/03

Aubrey C. Gallaway

(type or print name of person authorized to sign  
on behalf of assignee)

Managing Partner  
Title

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark  
Office to Director for Patents, Fax No. (703) 872-9306 on the date indicated below:

Date: 12/15/03

Name: Annette Valdivia

Annette Valdivia

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICE

Please change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Theelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,

THEELLEN REID & PRIEST LLP

  
Robert E. Krebs  
Reg. No. 25,885

Dated: 12/2/03

12-05-03 11:47am From:Thelen, Reid, & Priest LLP

T-108 P-001/002 F-254 NYA/CLMS

Thelen Reid & Priest LLP (NC)  
Attorneys At Law

225 West Santa Clara Street, Suite 1200  
San Jose, CA 95113-1723  
Tel: 408.282.5800  
Fax: 408.287.8040  
[www.thelenreid.com](http://www.thelenreid.com)

## FAX COVER PAGE

Date: December 5, 2003

Total Pages: 2  
(including cover)

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DEC 05 2003

To: Commissioner for Patents  
USPTO

Fax: 703.872.9306  
Phone:

OFFICIAL

From: Annette Valdivia

Fax:  
Phone: 408/282-1818  
E-Mail: [avaldivia@thelenreid.com](mailto:avaldivia@thelenreid.com)

## CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark Office to:  
Director for Patents, Fax No. (703) 872-9306 on the date printed below.

Date: 12/5/03

Signature:   
Annette Valdivia

RE: Control No. 90/006,460  
Filed: November 25, 2002  
Docket No. 034521-003

Dear Sir or Madam:

Respectfully submitted is the following:

1. Change of attorney docket number and change of address notice

If you have any questions, please do not hesitate to contact us.

Regards,  
Annette Valdivia

In case of a problem with this transmission, please call the Fax Operator at 408.282.1866

JOB #	ATTORNEY #	CLIENT/MATTER	RETURN TO	FILED BY
	40835	034521-003		

IMPORTANT: This fax transmission is intended only for the addressee. It contains information from the law firm of Thelen Reid & Priest LLP which may be privileged, confidential and exempt from disclosure under applicable law. Dissemination, distribution, or copying of this by anyone other than the addressee or the addressee's agent is strictly prohibited. If this transmission is received in error, please notify Thelen Reid & Priest LLP immediately at the telephone number indicated above. We will reimburse your costs incurred in connection with this erroneous transmission and your return of these materials. THANK YOU.

SV #150497 v1

Attorney Docket No. 034521-003

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

RECEIVED  
CENTRAL FAX CENTER

CONTROL NO.: 90/005,460

DEC 5 2003

PATENT NO.: 6,066,160

OFFICIAL

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

## CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

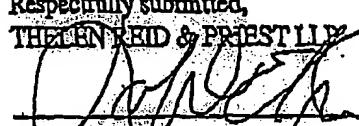
I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark Office to Director for Patents, Fax No. (703) 572-9306 on the date printed below:

Date: 12/5/03

Name:   
Amnette ValdiviaCOMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICEPlease change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,  
  
THELEN REID & PRIEST LLP

Robert E. Krebs  
Reg. No. 25,885

Dated: 12/7/03

**GREENBERG**  
ATTORNEYS AT LAW  
1910

TRAURIG

02-10-1973

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### **Transmittal Cover Sheet**

DEC 16 2002

**TO** Marsha Twitty  
**Company** U.S. Patent and Trademark Office  
**Fax Number** 703-305-1013  
**Phone Number** 703-308-9692  
**FROM** Linda Garramone  
**File Number** 51822.010700  
**Comments** Change of Correspondence Address and Fee Address Indication Form

Date December 16, 2002

No. Pages Including this cover sheet 4

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DEC 16 2002

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PTO/SB/124-01

UNIT

Approved for use through 10/31/2002; GSA GEN-003

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**CHANGE OF  
CORRESPONDENCE ADDRESS  
Patent**

Address to:  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Patent Number	6,066,160
Issue Date	May 23, 2000
Application Number	09/198,087
Filing Date	November 23, 1998
First Named Inventor	Colvin

#7  
(new)

Please change the Correspondence Address for the above-identified patent to:

 Customer Number 

Type Customer Number here

OR

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Number Bar Code  
Label here

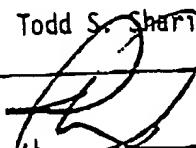
Firm or Individual Name	Todd S. Sharinn			
Address	Greenberg Traurig, LLP			
Address	885 Third Avenue, 21st Floor			
City	New York	State	NY	ZIP 10022
Country	US			
Telephone	212-801-2157	Fax	212-688-2449	

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

This form will not affect any "fee address" provided for the above-identified patent. To change a "fee address" use the "Fee Address Indication Form" (PTO/SB/47).

I am the :

- Patentee.
- Assignee of record of the entire interest. See 37 CFR 3.71.
- Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).
- Attorney or agent of record.

Typed or Printed Name	Todd S. Sharinn
Signature	
Date	October 22, 2002

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of \_\_\_\_\_ forms are submitted.

**Burden Hour Statement:** This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



Patent and Trademark Office

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## CHANGE OF ADDRESS/POWER OF ATTORNEY

FILE LOCATION 9200 SERIAL NUMBER 09198087 PATENT NUMBER 6066160

THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 26614

THE PRACTITIONERS OF RECORD HAVE BEEN CHANGED TO CUSTOMER # 26614

THE FEE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 26614

ON 03/28/01 THE ADDRESS OF RECORD FOR CUSTOMER NUMBER 26614 IS:

PEPE & HAZARD, LLP  
GOODWIN SQUARE  
225 ASYLUM ST.  
HARTFORD CT 06103

AND THE PRACTITIONERS OF RECORD FOR CUSTOMER NUMBER 26614 ARE:

18637 42144

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THIS FILE IS ASSIGNED TO GAU 3731.

Timothy J. Maier

---

**From:** <BeigheyD@gtlaw.com>  
**To:** <tjm@maierandmaier.com>  
**Sent:** Friday, October 20, 2006 5:06 PM  
**Attach:** Digital\_.pdf  
**Subject:** U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dear Mr. Maier, As we discussed this afternoon, the attached correspondence has been forwarded to me in my capacity as assistant general counsel for Greenberg Traurig, LLP ("Greenberg Traurig"). We will be reviewing the applicable files and will get back to you with our response to your request for documents as soon as possible. In the meantime, if there is anything that you would like to discuss further, please feel free to contact me by e-mail or phone (305/579-0795). Thank you, Dawn Beighey

---

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MAIER & MAIER, PLLC  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

October 17, 2006

Mr. Richard A. Rosenbaum / Chris Bianco IP docketing Specialist  
Greenberg Traurig, LLP  
MetLife Building,  
200 Park Avenue,  
New York, NY 10166

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC / Dr. Stephen Colvin

---

Dear Mr. Rosenbaum and Mr. Bianco:

Further to our letter of September 26, 2006 (attached) we have received no information from your firm regarding the above-referenced matter. We are currently under the duty of diligence before the USPTO in this petition matter under rule 37 C.F.R. 1.378(b).

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002 and Re-Examination 90/007,085 filed June 30, 2004. In conjunction with these matters, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Dates Mr. Todd S. Sharinn was employed by Greenburg, Traurig, LLP.
2. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Todd S. Sharinn.
3. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from Todd S. Sharinn's personal law firm or individually to Greenburg Traurig, transfer to or from Thelen, Reid & Priest from Greenburg Traurig or any other law firm or corporate entity or party.
4. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.
5. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter, we would greatly appreciate it.

October 17, 2006

Page 2

If you intend to be of assistance in this matter, please contact us by October 20, 2006.

If you have any questions or need clarification regarding the information I am requesting please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com). We greatly appreciate any information, data or records that you may be able to provide to us to comply with our diligence requirements.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC

  
\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51986

---

TJM:cjm:

Enclosure(s):Sept. 26, 2006 letter

MAIER & MAIER, PLLC  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

September 26, 2006

Mr. Charles Berman / Intellectual Property Department  
Greenberg Traurig, LLP  
885 Third Avenue, 21<sup>st</sup> Floor  
New York, NY 10022

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Dr. Stephen B. Colvin

---

To Whom It May Concern:

Our firm, Maier & Maier, PLLC, was recently retained to represent Dr. Stephen B. Colvin his company, Quickie LLC due to his patent attorney having a conflict. Specifically, we have been asked to represent Quickie, LLC and Dr. Colvin before the USPTO in an attempt to revive an issued patent that unavoidably expired. We are therefore preparing to file a petition with the USPTO that, pursuant to 37 CFR §1.378, MPEP §2590 and MPEP §711.03, contains a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

Accordingly, we are contacting each of the previous firms that handled or had custody of Dr. Colvin's / Quickie's patent application (Application No. 09/198,087) and the corresponding U.S. patent (Patent No. 6,066,160). We believe that Mr. Todd S. Sharinn may have been most closely associated with this case while at your firm. We kindly request copies of any engagement agreements with Quickie, LLC, and any transfer letters relating to this application or patent and any docketing records that you would be willing to provide to us. Additionally, if there is any other correspondence related to the handling or transfer of Quickie, LLC's patent, or

October 17, 2006

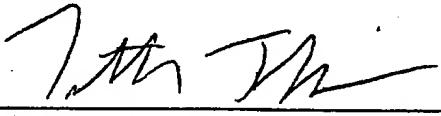
Page 2

documents or records that you could provide regarding this matter, we would greatly appreciate it. If you can be of assistance in this matter, please contact us by October 4, 2006.

Please do not hesitate to contact me via phone (703 740-8322 x101) or email ([tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51986

TJM:cjm:

Enclosure(s):

**Timothy J. Maier**

---

**From:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**To:** <BeigheyD@gtlaw.com>  
**Sent:** Wednesday, November 15, 2006 7:06 PM  
**Subject:** Re: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dawn,

Thanks for your response. By your response I assume that GT does not have any "file transfer letters" or similar to accompany these public documents. Please confirm my understanding.

Best Regards,

Tim

----- Original Message -----

From: <BeigheyD@gtlaw.com>  
To: <tjm@maierandmaier.com>  
Sent: Wednesday, November 15, 2006 6:18 PM  
Subject: RE: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Tim, I have attached documentation that we obtained from the Patent and Trademark Office's website showing that in December 2003, Thelen Reid took over as attorneys of record in connection with the subject patent and that Quickie, LLC revoked our prior power of attorney, all of which occurred before the date you provided me of May 23, 2004 as the deadline to pay the maintenance fee. I trust that these documents answer your questions regarding Greenberg Traurig, LLP. Thanks, Dawn

---

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---

From: Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
Sent: Wednesday, November 08, 2006 4:24 PM  
To: Beighey, Dawn (Shld-Mia-AstGenCnsl)  
Subject: Re: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dear Ms. Beighey,

I left you a vmail. Please give me a call at your earliest convenience.  
We need copies of GT's docketing records for the attached case. It shows  
GT's docketing number and customer number.

Best Regards,  
Tim Maier

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
(Office) 703.740.8322 x101  
(Cell) 703.999.5880  
(Fax) 703.991.7071  
[www.maierandmaier.com](http://www.maierandmaier.com)

\*Admitted in the Commonwealth of Virginia and registered to practice before the United States Patent Office (PTO).

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----- Original Message -----

From: <[BeigheyD@gtlaw.com](mailto:BeigheyD@gtlaw.com)>  
To: <[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)>  
Sent: Friday, October 20, 2006 4:06 PM  
Subject: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dear Mr. Maier, As we discussed this afternoon, the attached correspondence has been forwarded to me in my capacity as assistant general counsel for Greenberg Traurig, LLP ("Greenberg Traurig"). We will be reviewing the applicable files and will get back to you with our response to your request for documents as soon as possible. In the

meantime, if there is anything that you would like to discuss further,  
please feel free to contact me by e-mail or phone (305/579-0795).  
Thank you, Dawn Beighey

---

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---

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:	U.S. Patent No.:	6,066,160
Colvin <i>et al.</i>	Filed:	November 23, 1998
Appl. No. 09/198,087	Issued:	May 23, 2000
For: <b>Passive Knotless Suture Terminator For Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Securing</b>	Art Unit:	3731

**Statement in Support of Petition Under 37 C.F.R. § 1.378(b)**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

In accordance with the requirements of 37 C.F.R. § 1.378(b) and M.P.E.P. § 2590, Petitioner makes the following declaration.

I, Aubrey C. Galloway, hereby declare:

- (1) I am a Professor, Vice Chairman and Director of Cardiac Surgical Research at NYU Medical Center and I am the Managing Partner of Quickie, LLC, the owner of US Patent No. 6,066,160.
- (2) As the Managing Partner for Quickie, LLC, I retained Robert E. Krebs *et al.* of the Thelen, Reid & Priest, LLP law firm to transact all post-issuance proceedings and responsibilities in the Patent and Trademark Office including, but not limited to reexamination proceedings and timely payment of the maintenance fee.

- 2 -

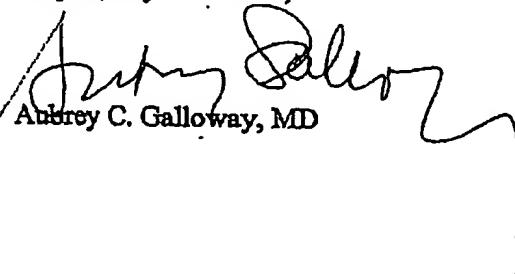
Colvin et al.  
Appl. No. 09/198,087

- (3) As Managing Partner for Quickie, LLC, I retained the law firm of Thelen, Reid & Priest to concurrently conduct litigation services for Quickie, LLC.

*Conclusion*

I declare that all statements made herein of my own knowledge are true and that these statements were made with the knowledge that willful false statements or the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity and enforceability of the '160 patent.

Respectfully submitted,

  
Aubrey C. Galloway, MD

Date: 10/27/01

c/o Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria, VA 22314  
(703) 740-8322

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

Commissioner for Patents

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
(REVOCATION OF PRIOR POWERS)**

**REVOCATION OF PRIOR POWERS OF ATTORNEY**

all powers of attorney previously given are hereby revoked and

**NEW POWER OF ATTORNEY**

the following attorney(s) and/or agent(s) are hereby appointed to prosecute and  
transact all business in the Patent and Trademark Office connected therewith.

Robert E. Krebs, Registration No. 25,885; David B. Ritchie, Registration No. 31,562; Marc S. Hanish, Registration No. 42,626; John P. Schaub, Registration No. 42,125; Adrienne Yeung, Registration No. 44,000; Steven J. Robbins, Registration No. 40,299; Thierry K. Lo, Registration No. 49,097; William Samuel Niace, Registration No.: 47,824; J. Davis Gilmer, Registration No. 44,711; William E. Winters, Registration No. 42,232; Masako Ando, (37 C.F.R. §10.9 (b)); and John Klaas Uilkema, Registration No. 20,282; Becky L. Troutman, Registration No. 36,703; Hal J. Bohner, Registration No. 27,856;

**Quickie, LLC**

(type or print identity of assignee of entire interest)

3 New York Plaza  
Attn: Alan Fell  
New York, NY 10004

Address

Recorded in PTO on 11/23/1998  
Reel 9608  
Frame 0640

**ASSIGNEE STATEMENT**

The undersigned states that he is authorized to act on behalf of the assignee.

Aubrey C. Galloway  
Signature

Date 3/4/03

Aubrey C. Galloway

(type or print name of person authorized to sign  
on behalf of assignee)

Managing Partner  
Title

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

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Date: 12/5/03 Name: Annette Valdivia  
Annette Valdivia

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICE

Please change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,

THELEN REID & PRIEST LLP

Dated: 12/2/03  
Robert E. Krebs  
Reg. No. 25,885

1-198 1 001/002 1-254 (NY/CA)  
**Thelen Reid & Priest LLP** (NE)  
Attorneys At Law

225 West Santa Clara Street, Suite 1200  
San Jose, CA 95113-1723  
Tel. 408.292.5800  
Fax 408.287.8040  
www.thelenreid.com

F A X C O V E R P A G E

Date: December 5, 2003

Total Pages: 2  
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To: Commissioner for Patents  
USPTO

Fax: 703.872.9306  
Phone:

OFFICIAL

From: Annette Valdivia

Fax:  
Phone: 408/282-1818  
E-Mail: [avaldivia@thelenreid.com](mailto:avaldivia@thelenreid.com)

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

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Date: 12/5/03

Signature: Annette Valdivia  
Annette Valdivia

RE: Control No. 90/006,460

Filed: November 25, 2002

Docket No: 034521-003

Dear Sir or Madam:

Respectfully submitted is the following:

1. Change of attorney docket number and change of address notice

If you have any questions, please do not hesitate to contact us.

Regards,  
Annette Valdivia

In case of a problem with this transmission, please call the Fax Operator at 408.282.1866

JOB #	ATTORNEY #	CLIENT-MATTER	RETURN TO	ROOM #
	40935	034521-003		

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SV #150497 v1

Attorney Docket No. 034521-003

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

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CONTROL NO.: 90/006,460

DEC 05 2003

PATENT NO.: 6,066,160

OFFICIAL

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

## CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark  
Office to Director for Patents, Fax No. (703) 872-9306 on the date printed below:Date: 12/5/03Name: Annette Valdivia  
Annette ValdiviaCOMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICEPlease change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,  
THELEN REID & PRIEST LLP

Dated: 12/2/03  
\_\_\_\_\_  
Robert E. Krebs  
Reg. No. 25,885

**Thelen Reid & Priest LLP**

Attorneys At Law

Robert E. Krebs  
408.282.1823 Direct Dial  
408.278.8223 Direct Fax  
rkrebs@thelenreid.com

225 West Santa Clara Street, Suite 1200  
San Jose, CA 95113  
Tel. 408.292.5800  
Fax 408.287.8040  
[www.thelenreid.com](http://www.thelenreid.com)

October 25, 2006

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria, Virginia 22314

Re: U.S. Patent No. 6,066,160

Dear Mr. Maier:

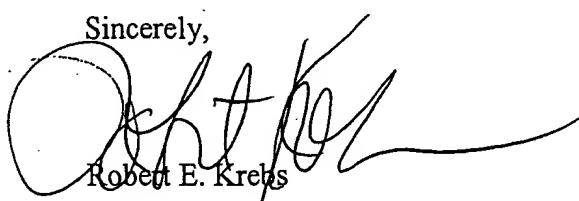
Thank you for your letter dated September 26, 2006, concerning the patent identified above.

As you know, the litigation work concerning this patent was handled by Mark Evens who, at the time, was in Thelen Reid's office in Washington, D.C. I do not have those files. However, I will address the files which were in Thelen Reid's office in San Jose, California relating to two re-examinations of the '160 patent. The files which were in this office of Thelen Reid have been sent to another law firm pursuant to instruction from the client.

We are sending you copies herewith relating to the two re-examinations of the '160 patent, which we obtained from public PAIR of the US Patent and Trademark Office.

Notice of Acceptance of Power of Attorney  
Notice Regarding Change of Power of Attorney  
Power of Attorney by Assignee of Entire Interest  
Change of Attorney Docket Number and Change of Address Notice

Sincerely,

  
Robert E. Krebs

REK/bam  
Enclosures

**Timothy J. Maier**

---

**From:** "Blum, Robert" <rblum@thelenreid.com>  
**To:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**Sent:** Thursday, October 26, 2006 2:23 PM  
**Subject:** RE: USP 6,066,160

Thank you. I will look into this, and we will respond substantively as soon as possible.

**Robert M. Blum**  
Partner and General Counsel  
Thelen Reid & Priest LLP  
101 Second Street, Suite 1800  
San Francisco, CA 94105-3606  
Main Phone: 415.371.1200  
Main Fax: 415.371.1211  
Direct Phone: 415.369.7277  
Direct Fax: 415.369.8615  
[rblum@thelenreid.com](mailto:rblum@thelenreid.com)

=====

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=====

==

-----Original Message-----

**From:** Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
**Sent:** Thursday, October 26, 2006 7:30 AM  
**To:** Blum, Robert  
**Subject:** USP 6,066,160  
**Importance:** High

Dear Mr. Blum,

Please see the attached correspondence. Confirmation via courier.

Best Regards,

---

-----  
Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314



**MAIER & MAIER, PLLC**  
INTELLECTUAL PROPERTY LAW  
128 NORTH Pitt STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

September 26, 2006

Mr. Robert E. Krebs  
Thelen Reid & Priest LLP  
225 West Santa Clara Street  
Suite 1200  
San Jose, CA 951113

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Dr. Stephen B. Colvin

---

Dear Mr. Krebs:

Our firm, Maier & Maier, PLLC, was recently retained to represent Dr. Stephen B. Colvin and Quickie, LLC due to his patent attorney having a conflict. Specifically, we have been asked to represent Dr. Colvin and Quickie, LLC before the USPTO in an attempt to revive an issued patent that unavoidably expired. We are therefore preparing to file a petition with the USPTO that, pursuant to 37 CFR §1.378, MPEP §2590 and MPEP §711.03, contains a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

Accordingly, we are contacting each of the previous firms that handled or had custody of Quickie's / Dr. Colvin's patent application (Application No. 09/198,087) and the corresponding U.S. patent (Patent No. 6,066,160). We kindly request copies of any engagement agreements with Dr. Colvin or Quickie, LLC, any transfer letters relating to this application or patent and any docketing records that you would be willing to provide to us. Additionally, if there is any other correspondence related to the handling or transfer of Quickie's patent, or any other relevant

October 17, 2006

Page 2

documents or records that you could provide regarding this matter, we would greatly appreciate it. If you can be of assistance in this matter, please contact us by October 4, 2006.

Please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC

  
\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51986

TJM:cjm:

Enclosure(s):

# 8

AMDT A<sup>1</sup>

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Control Number: 90/006,460

Filed: November 25, 2002 Examiner: Woo, J.

Patent in Reexamination: 6,066,160



For PASSIVE KNOTLESS Art Unit: 3731

PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING

*RECEIVED*  
APR 02 2003  
TECHNOLOGY CENTER R3700

STATEMENT OF PATENT OWNER AND AMENDMENTIN REEXAMINATION

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

This STATEMENT OF PATENT OWNER AND AMENDMENT IN  
REEXAMINATION is submitted pursuant to 37 CFR §1.530, in response to an Order Granting  
Request for Ex Parte Reexamination mailed January 16, 2003.

PENDING LITIGATION

The patent which is the subject of this reexamination, 6,066,160, is the subject of an infringement suit, Quickie, LLC vs. Medtronic, Inc., filed in the United States District Court for the Southern District of New York, Civil Action No. 02 CV 1157 (GEL).

AMENDMENT

In the Claims

Please add the following new claims:

35. (New) An apparatus according to Claim 1 wherein said locking means comprises a cam.

36. (New) An apparatus according to Claim 1 wherein said locking means comprises a cavity formed in the middle portion of said aperture and a cam, wherein said aperture and said cam are constructed and arranged so that said cam is captured within said cavity.

37. (New) An apparatus according to Claim 36 wherein said cam member includes a rounded portion and said cavity includes a rounded portion, and the rounded portion of said cam cooperates with the rounded portion of said cavity.

38. (New) An apparatus according to Claim 37 wherein said cavity and said cam are constructed and arranged so that said cam is captured by a swollen rounded portion of said cavity.

39. (New) An apparatus according to Claim 35 wherein said cavity is bounded by a retaining wall.

40. (New) An apparatus according to Claim 1 wherein said locking means comprises a cam member and wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member, and said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

41. (New) An apparatus according to Claim 40 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

42. (New) An apparatus according to Claim 1 wherein said locking means comprises a cam member and said aperture is constructed and arranged to capture said cam.

43. (New) An apparatus according to Claim 42 wherein said aperture comprises a cavity which captures said cam.

44. (New) An apparatus according to Claim 42 wherein said cam member comprises a rounded portion and said cavity comprises a rounded portion and said rounded portion of said

cavity cooperates with said rounded portion of said cam so that said cam is captured by said cavity.

45. (New) An apparatus according to Claim 1 wherein a second latitudinal axis further defines the aperture surface and is disposed orthogonal to the latitudinal axis, and said aperture forms a closed surface in the plane defined by the latitudinal axis and the second latitudinal axis.

46. (New) An apparatus according to Claim 1 wherein said aperture is constructed and arranged so that the suture is prevented from moving a substantial distance in a direction substantially orthogonal to the latitudinal axis.

47. (New) An apparatus according to Claim 1 wherein said first internal surface and said second internal surface are constructed and arranged so that when the suture is disengaged from said locking means the suture is engaged by said first internal surface.

48. (New) An apparatus according to Claim 1 wherein said second internal surface comprises an angulated surface and when the suture is in the apparatus the suture cannot move in the latitudinal direction beyond the first internal surface and the angulated surface

49. (New) A suture securing apparatus comprising:

(a) an apparatus body having an upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a

second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein;

(b) a cavity formed in the middle portion of said aperture;

(c) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof, and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

50. (New) An apparatus according to Claim 49, wherein said cavity has a swollen, rounded portion.

51. (New) An apparatus according to Claim 50, wherein the rotation end of the cam member cooperates with the swollen rounded portion of the cavity so that said cam member is captured within said cavity.

52. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and

moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle aperture to oppose the movement of the suture in the second longitudinal direction along the aperture; and

wherein said aperture and said cam are constructed and arranged so that said cam is captured within said aperture.

53. (New) An apparatus according to Claim 13 wherein said cam member includes a rounded portion and said cavity includes a rounded portion, and the rounded portion of said cam member cooperates with the rounded portion of said cavity.

54. (New) An apparatus according to Claim 13 wherein said cavity includes a retaining wall.

55. (New) An apparatus according to Claim 54 wherein said retaining wall is constructed and arranged to restrain the movement of said cam member.

56. (New) An apparatus according to Claim 13 wherein said cavity is constructed and arranged to allow said cam to move in a first longitudinal direction to disengage the suture and a second longitudinal direction to engage said suture.

57. (New) An apparatus according to Claim 13 wherein said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

58. (New) An apparatus according to Claim 57 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

59. (New) An apparatus according to Claim 33 wherein said first aperture comprises a first cavity and said first movable cam member is captured in said first cavity, and wherein said second aperture comprises a second cavity and said second movable cam member is captured in said second cavity.

STATEMENT ON THE NEW QUESTIONS OF PATENTABILITY

In the Order Granting Request for Ex Parte Reexamination the Examiner stated that there are substantial new questions of patentability affecting Claims 13, 18-20, 22 and 33. However, the patent owner believes that all of the claims of the patent are patentable and will explain why the subject matter as claimed is not anticipated or rendered obvious by the references cited by the Examiner in the Order.

Claims 13 and 19

In the third paragraph of the Reexamination Decision the Examiner stated that the Requester considers Claims 13 and 19 to be anticipated by Preissman (5,540,698). The Requester is incorrect. Claim 13 states that the cam member has a rotation end which is wider than the width of the upper portion of the aperture and the width of the lower portion of the aperture. On this point the Requester argued, "As illustrated in Figures 5 and 7, the [Preissman] cam 60 has a rotation end wider than the openings of the recess to the upper and lower surfaces." (Request for Reexamination, pg. 6, right column, first row.) However, any dimensions of Preissman's cleat 60 and of his openings which the Requester might measure in the patent drawings are irrelevant. It is well-established that patent drawings are not necessarily to scale, and measurements of the drawings cannot be relied upon. MPEP §2125.

Turning to Claim 19, the claim is dependent from Claim 13 and is therefore patentable for at least the same reasons as Claims 13.

Claims 18 and 22

In the fourth paragraph of the Reexamination Decision the Examiner stated that the Requester considers Claims 18 and 22 to be obviated by Preissman. However, the claims are dependent from Claim 13 and therefore patentable for at least the same reasons as Claim 13.

Claims 20 and 33

In the fifth paragraph of the Reexamination Decision the Examiner stated that the Requester considers Claims 20 and 33 to be obviated by Preissman in view of Shepherd et al.

Regarding Claim 20, the claim is dependent from Claim 13 and is therefore patentable for at least the same reasons as Claims 13.

Regarding Claim 33, the Requester asserts that the Preissman, in conjunction with Shepherd, et al. renders Claim 33 obvious. However, this is incorrect.

The heart of the Requester's argument is stated as follows:

"Substitution of either of the suture or cable securing mechanisms of the '698 Preissman patent for those of the Shepherd, et al device is believed to be an obvious substitution of equivalents."  
(Request of Reexamination, pg. 11, right column, first row.)

However, it is clear that Requester is incorrect. If Preissman already has a "suture or cable securing mechanism", as Requester asserts, there is no reason why a skilled worker would substitute a different "suture or cable securing mechanism" for it.

Claims 13, 18-20, and 33

In the sixth paragraph of the Reexamination Decision the Examiner stated that the Requester considers Claims 13, 18-20, and 33 to be anticipated by Creager (536,684).

Regarding Claim 13, the claim is for a suture securing apparatus. In contrast, the Creager device is for use with electrical wiring. A skilled worker in the field of medical devices would not look to the field of electrical wiring.

Regarding Claims 18-20, those claims are dependent from Claim 13 and are patentable for at least the same reasons as Claim 13.

Regarding Claim 33, as Claim 13, the claim is for a suture securing apparatus. In contrast, the Creager device is for use with electrical wiring. A skilled worker in the field of medical devices would not look to the field of electrical wiring.

Claim 22

In the seventh paragraph of the Reexamination Decision the Examiner stated that the Requester considers Claim 22 to be obviated by Creager in view of Shepherd et al.. The Requester is incorrect. Claim 22 is dependent from Claim 13 and therefore patentable for at least the same reasons as Claims 13.

EXPLANATION OF SUPPORT IN THE DISCLOSURE

The patentee is adding new Claims 35-59 and takes this opportunity to point out support in the disclosure for the new claims.

Figures 1-3 provide support for Claims 46 – 48.

Figures 5-8 provide support for Claims 35 and 45.

Column 11, lines 15-22 provide support for Claim 36.

Column 11, lines 5-22 provide support for Claims 37, 38 and 54.

Column 11, lines 53-55 provide support for Claims 39 and 52.

Column 11, lines 28-55 provide support for Claims 40, 41 and 56.

Column 11, lines 11-22 provide support for Claims 42-44.

Column 11, lines 5-22 provide support for Claim 50, 51, 53 and 59.

Column 10, line 63 – Column 11, line 55 provide support for Claim 49.

Column 11, lines 53-55 provide support for Claims 54, 55, 57 and 58.

Respectfully submitted,

Thelen, Reid and Priest LLP

Dated:

March 17, 2003 

Robert E. Krebs  
Reg. No. 25,885

THELEN REID & PRIEST LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
(408) 292-5800

Certificate of Service on Reexamination Requester

I hereby certify that a true and correct copy of this STATEMENT OF PATENT OWNER AND AMENDMENT IN REEXAMINATION is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to:

Daniel W. Latham,  
Senior Patent Attorney  
Medtronic, Inc.  
710 Medtronic Parkway  
Minneapolis MN 55432

on the date shown below:

Date: 3/17/03

Name: Sharon E. Byam  
Sharon E. Byam

Certificate of Mailing

I hereby certify that this paper is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: BOX REEXAM,  
Commissioner of Patents, Washington, D.C. 20231, on the date shown below:

Date: 3/17/03

Name: Sharon E. Byam  
Sharon E. Byam

FAX 703-305-3762

ATTENTION: Steve Marcus  
FROM: Hal Bohner  
Date: April 2, 2004

#11 Power of  
Attorney  
COPY Served  
on Requester  
by S. Marcus

Stephen Marcus  
Special Program Examiner  
Group 3700

EP  
4/4/04

Attorney's Docket No. 034521-03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Control Number: 90/006,460  
Filed: November 25, 2002 Examiner: Woo, J.  
Patent in Reexamination: 6,066,160  
For: PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING Art Unit: 3731

Dear Mr. Marcus:

Attached are the Power of Attorney and Change of Address we discussed.

Total including this cover sheet: 4 pages.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

---

Commissioner for Patents

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
(REVOCATION OF PRIOR POWERS)**

**REVOCATION OF PRIOR POWERS OF ATTORNEY**

all powers of attorney previously given are hereby revoked and

**NEW POWER OF ATTORNEY**

the following attorney(s) and/or agent(s) are hereby appointed to prosecute and  
transact all business in the Patent and Trademark Office connected therewith.

Robert E. Krebs, Registration No. 25,885; David B. Ritchie, Registration No. 31,562; Marc S. Hanish, Registration  
No. 42,626; John P. Schaub, Registration No. 42,125; Adrienne Yeung, Registration No. 44,000; Steven J.  
Robbins, Registration No. 40,299; Thierry K. Lo, Registration No. 49,097; William Samuel Niece, Registration No.  
47,824; J. Davis Gilmer, Registration No. 44,711; William E. Winters, Registration No. 42,232; Masako Ando, (37  
C.F.R. §10.8 (b)); and John Klaas Uilkema, Registration No. 20,282; Becky L. Troutman, Registration No. 36,703;  
Hal J. Bohner, Registration No. 27,856;

Quickie, LLC

(type or print identity of assignee of entire interest)

3 New York Plaza  
Attn: Alan Fell  
New York, NY 10004

Address

Recorded in PTO on 11/23/1998  
Reel 9608  
Frame 0640

ASSIGNEE STATEMENT

The undersigned states that he is authorized to act on behalf of the assignee.

Aubrey C. Galloway  
Signature

Aubrey C. Galloway

(type or print name of person authorized to sign  
on behalf of assignee)

Managing Partner  
Title

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

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FAX

## "FEE ADDRESS" INDICATION FORM

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DEC 16 2002

REEXAM UNIT

Address to:  
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Box M Correspondence  
Washington, D.C. 20231

**INSTRUCTIONS:** Only an address associated with a Customer Number can be established as the fee address for maintenance fee purposes (hereafter, fee address). A fee address should be specified when the patentee would like correspondence related to maintenance fees to be mailed to a different address than the correspondence address for the application. If there is a Customer Number already associated with the fee address for the patent or allowed application, check the first box below and provide the Customer Number in the space provided. If there is no Customer Number associated with the fee address for the patent or allowed application, you must check the second box below and attach a Request for Customer Number form (PTO/SB/125). For more information on Customer Numbers, see the Manual of Patent Examining Procedure (MPEP) Section 403.

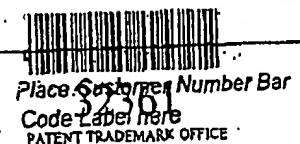
Please recognize as the "Fee Address" under the provisions of 37 CFR 1.363 the following address associated with the following customer number:

 Customer Number

32361

OR

Type Customer Number here

 Request for Customer Number (PTO/SB125) attached hereto

in the following listed application(s) for which the Issue Fee has been paid or patent(s).

PATENT NUMBER (if known)	APPLICATION NUMBER
6,066,160	

(check one)

 Applicant/Inventor Attorney or agent of record 42,144  
(Reg. No.) Assignee of record of the entire interest. See  
37 CFR 3.71. Statement under 37 CFR 3.73(b)  
is enclosed enclosed. (Form PTO/SB/95) Assignment recorded at \_\_\_\_\_ from \_\_\_\_\_

Signature

Todd S. Sharinn

Typed or printed name

212-801-2157

Requester's telephone number

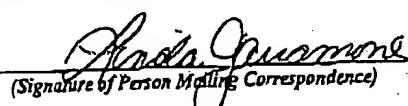
October 22, 2002

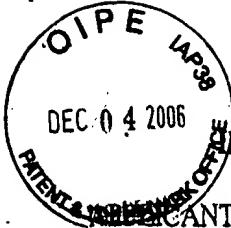
Date

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

 Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This collection of information is required by 37 CFR 1.363. This information is used by the public to submit (and by the USPTO to process) payment of patent maintenance fees. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 0.08 hours to complete, including gathering, preparing, and submitting the complete payment of maintenance fees. Time will vary depending on the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.  
DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

<b>CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)</b>			
Applicant(s): Colvin et al.		Docket No. 51822.010700	
Serial No. 09/198,087	Filing Date November 23, 1998	Examiner Gary Jackson	Group Art Unit 3731
<p style="margin: 0;">Invention: <b>PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY</b></p> <p style="margin: 0;">AND TO FACILITATE STANDARD TISSUE SECURING</p>			
<p>I hereby certify that this <u>Change of Correspondence Address, Fee Address Indication Form &amp; Post Card</u>  <small>(Identify type of correspondence)</small></p> <p>is being deposited with the United States Postal Service as first class mail in an envelope addressed to: The          Assistant Commissioner for Patents, Washington, D.C. 20231 on <u>October 22, 2002</u>  <small>(Date)</small></p> <p style="text-align: center;"><u>Linda Garramone</u>  <small>(Typed or Printed Name of Person Mailing Correspondence)</small></p> <p style="text-align: center;">  <small>(Signature of Person Mailing Correspondence)</small></p> <p style="text-align: center;"><small>Note: Each paper must have its own certificate of mailing.</small></p>			



Attorney Docket No. 034521-003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark  
Office to Director for Patents, Fax No. (703) 872-9306 on the date printed below:

Date: 12/5/03

Name: Annette Valdivia  
Annette Valdivia

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICE

Please change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,

THELEN REID & PRIEST LLP

Robert E. Krebs  
Reg. No. 25,885

Dated: 12/2/03

225 West Santa Clara Street, Suite 1200  
San Jose, CA 95113-1723Tel. 408.292.5800  
Fax 408.287.8040  
[www.thelenreid.com](http://www.thelenreid.com)

## FAX COVER PAGE

Date: December 5, 2003

Total Pages: 2  
(including cover)RECEIVED  
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DEC 05 2003

To: Commissioner for Patents  
USPTOFax: 703.872.9306  
Phone:

OFFICIAL

From: Annette Valdivia

Fax:  
Phone: 408/282-1818  
E-Mail: [avaldivia@thelenreid.com](mailto:avaldivia@thelenreid.com)

## CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark Office to  
Director for Patents, Fax No. (703) 872-9306 on the date printed below:Date: 12/5/03Signature: Annette Valdivia

Annette Valdivia

RE: Control No. 90/006,460

Filed: November 25, 2002

Docket No: 034521-003

Dear Sir or Madam:

Respectfully submitted is the following:

1. Change of attorney docket number and change of address notice

If you have any questions, please do not hesitate to contact us.

Regards,  
Annette Valdivia

In case of a problem with this transmission, please call the Fax Operator at 408.282.1866

JOB #	ATTORNEY #	CLIENT-MATTER	RETURN TO	ROOM #
40935		034521-003		

IMPORTANT: This fax transmission is intended only for the addressee. It contains information from the law firm of Thelen Reid & Priest LLP which may be privileged, confidential and exempt from disclosure under applicable law. Dissemination, distribution, or copying of this by anyone other than the addressee or the addressee's agent is strictly prohibited. If this transmission is received in error, please notify Thelen Reid & Priest LLP immediately at the telephone number indicated above. We will reimburse your costs incurred in connection with this erroneous transmission and your return of these materials. THANK YOU.

SV #150497 v1



From-Thelen, Reid, & Priest LLP

T-198 P.002/002 F-254

Attorney Docket No. 034521-003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Stephen Colvin, Eugene Grossi, Allan Katz, Paul Oddo

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

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DEC 05 2003

OFFICIAL

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted with the United States Patent and Trademark Office to Director for Patents, Fax No. (703) 872-9306 on the date printed below:

Date: 12/5/03

Name: Annette Valdivia  
Annette Valdivia

COMMISSIONER FOR PATENTS  
WASHINGTON, D.C. 20231

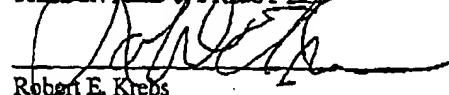
CHANGE OF ATTORNEY DOCKET NUMBER  
AND CHANGE OF ADDRESS NOTICE

Please change the Attorney Docket No. for this patent application to 034521-003.

Please address all further communications regarding this application to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640  
Telephone (408) 292-5800; Facsimile (408) 287-8040

Respectfully submitted,  
THELEN REID & PRIEST LLP

  
Robert E. Krebs  
Reg. No. 25,885

Dated: 12/2/03

Attorney Docket No.: 52734-101

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: COLVIN et al.

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

ART UNIT: 3731

CORRESPONDENCE ADDRESS CHANGE

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

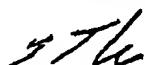
Please change the records to indicate the current firm name and telephone number for the  
above-identified application and forward all future correspondence as follows:

McDERMOTT, WILL & EMERY  
600 13th Street, N.W.  
Washington, D.C. 20005-3096

(202) 756-8000  
Facsimile: (202) 756-8087

Respectfully submitted,

MCDERMOTT, WILL & EMERY

  
Lawrence T. Cullen  
Registration No. 44,489

600 13<sup>th</sup> Street, N.W.  
Washington, DC 20005-3096  
(202) 756-8000 LTC:led  
Facsimile: (202) 756-8087  
Date: May 27, 2004

CERTIFICATE OF SERVICE

I hereby certify that the attached papers (Associate Power Of Attorney and Change Of Correspondence Address) were served this day, May 27, 2004, on Robert E. Krebs, attorney of record for the Patent Owner, by facsimile and by causing a true copy of said papers to be deposited with Federal Express, prepaid, for next business day delivery (priority overnight) to the following:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640

*296*  
\_\_\_\_\_  
Lawrence T. Cullen  
McDERMOTT, WILL & EMERY  
600 13th Street, N.W.  
Washington, DC 20005-3096  
Tel: (202) 756-8380

Applicant COLVIN et al.

Docket No. 52724-101

Serial/Reg. Patent No. 6,086,160

Express Mail No. \_\_\_\_\_

Title:

PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN MINIMALLY INVASIVE SURGERY

Serial/Reg. Patent No. \_\_\_\_\_

Express Mail No. \_\_\_\_\_

Date Sent: 5/27/2004

Hand Carried

Fax

Electronic

Cert. of Mailing

Express Mail No. \_\_\_\_\_

Transmittal Letter

New Patent App

Utility

Design

Can.

CIP

Div.

PCT

RCE

Prov.

Other: \_\_\_\_\_

\_\_\_\_\_ pages of Specification

pages of Claims

pages of Abstract

pages of Formal/Notational Drawings

Small Entity

Large Entity

Declarative/Power of Attorney

Recordation/Assignment/Security Agreement

Information Disclosure Statement

Form PTO 1449

\_\_\_\_ copies of cited references

Preliminary Amendment

Responses to Missing Parts Notice

Resps. to Notes to Comm'l App. Papers

Certified Copy of Priority Doc.

Claim for Convention Priority

Response/Amendment to Office Action of \_\_\_\_\_

Request for \_\_\_\_\_ Month Extension of Time

Check for   Change Deposit Acct. 5004171

Any fil.  LRC  Trk. #  4715  8851 or PL  L. DONNELLY

CAS Docket: \_\_\_\_\_

THE PATENT AND TRADEMARK OFFICE DATE STAMPED HEREON IS ACKNOWLEDGEMENT THAT THE ITEMS CHECKED ABOVE, WERE RECEIVED BY THE PTO ON THE DATE STAMPED.



Attorney Docket No.: 52734-101

# 13  
PTO - STAMPED  
RECEIPT DATED  
5/27/04  
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: COLVIN et al.

CONTROL NO.: 90/006,460

PATENT NO.: 6,066,160

FILING DATE: November 25, 2002

TITLE: PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE IN  
MINIMALLY INVASIVE SURGERY AND TO FACILITATE  
STANDARD TISSUE SECURING

EXAMINER: Woo, J.

3<sup>rd</sup> PARTY'S

ART UNIT: 3731

ASSOCIATE POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned Principal Attorney of record hereby appoints the following Attorneys as her Associates with regard to the above-identified application: Stephen A. Becker, Reg. No. 26,527; John G. Bisbikis, Reg. No. 37,095; Richard E. Brown, Reg. No. 47,453; Daniel Bucca, Reg. No. 42,368; Kenneth L. Cage, Reg. No. 26,151; Alex H. Chan, Reg. No. 52,713; Bernard P. Codd, Reg. No. 46,429; Lawrence T. Cullen, Reg. No. 44,489; Paul Devinsky, Reg. No. 28,553; Margaret M. Duncan, Reg. No. 30,879; Ramyar M. Farid, Reg. No. 46,692; Michael E. Fogarty, Reg. No. 36,139; John R. Fuisz, Reg. No. 37,327; Keith E. George, Reg. No. 34,111; Thomas A. Haag, Reg. No. 47,621; John A. Hankins, Reg. No. 32,029; Catherine Krupka, Reg. No. 46,227; Jack Q. Leves, Reg. No. 28,149; Michael A. Messina, Reg. No. 33,424; Joseph H. Paquin, Jr., Reg. No. 31,647; Scott D. Paul, Reg. No. 42,984; William D. Pegg, Reg. No. 42,988; Gene Z. Robinson, Reg. No. 33,351; Brian K. Seidleck, Reg. No. 51,321; Joy Ann G. Serauskas, Reg. No. 27,952; David A. Spenard, Reg. No. 37,449; Arthur J. Steiner, Reg. No. 26,106; David M. Tennant, Reg. No. 48,362; Judith L. Toffenetti, Reg. No. 39,048; Kelli N. Watson, Reg. No. 47,170; Cameron K. Weiffenbach, Reg. No. 44,488; Aaron Weissbuch, Reg. No. 41,557; Edward J. Wise, Reg. No. 34,523; Jeffrey A. Wolter, Reg. No. 48,041; Alexander V. Yampolsky, Reg. No. 36,324; William Young, Reg. No. 54,718; and Wei-Chen Chen and Tomoki Tanida, admitted under 37 CFR 10.9(b) all of

Attorney Docket No.: 52734-101

McDERMOTT, WILL & EMERY  
600 13th Street, N.W.  
Washington, DC 20005-3096

Please continue to address all communications to the undersigned.

MEDTRONIC, INC.

Date: May 27, 2004

By:



Sue R. Halverson  
Vice President  
Assistant General Counsel, Litigation

McDermott  
Will & Emery

Boston Brussels Chicago Düsseldorf London Los Angeles Miami Milan  
Munich New York Orange County Rome San Diego Silicon Valley Washington, D.C.

**FACSIMILE**

Date:

**Time Sent:**

6/17/04

To: Company:  
Andres Kashnikow USPTO

Facsimile No: Telephone No:  
703 305-5195 703 308-1137  
5915

From: Lawrence Cullen /Ken Cage

Direct Phone: 202 756-8363

E-Mail:

*Direct Phone:*

*Original to Follow by Mail:*

*Number of Pages, Including Cover:*

Message

Re exam 90/006, 460

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original message to us at the above address by mail. Thank you.

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL AS SOON AS POSSIBLE.**

Main Facsimile: 202.758.8087      Facsimile Operator: 202.758.8080

**U.S. practice conducted through McDermott Will & Emery LLP.**  
600 Thirteenth Street, N.W. Washington, D.C. 20005-3098 Telephone: 202 758 8000

**Theelen Reid & Priest LLP**

Attorneys At Law

Robert M. Blum  
415.369.7277 Direct Dial  
415.369.8615 Direct Fax  
[rblum@theelenreid.com](mailto:rblum@theelenreid.com)

101 Second Street, Suite 1800  
San Francisco, CA 94105-3606  
Tel. 415.371.1200  
Fax 415.371.1211  
[www.theelenreid.com](http://www.theelenreid.com)

November 15, 2006

**VIA FEDEX  
AND VIA EMAIL**

Timothy J. Maier, Esq.  
Maier & Maier, PLLC  
128 North Pitt Street, Second Floor  
Alexandria, VA 22314

Re: U.S. Patent No. 6,066,160; Quickie, LLC

Dear Mr. Maier:

I understand that you wrote to Robert Krebs on September 26, 2006, and that Mr. Krebs responded to that letter on October 25, 2006. Please let me know if there is anything outstanding with regard to the subject of that correspondence.

You also wrote to Mr. Krebs on October 17, 2006 and to me on October 26, 2006. Those letters are very similar, and I am writing in response to both of them. The following four attachments may be responsive to the requests made in those letters:

1. Engagement letter for representation of Quickie LLC dated July 3, 2001.
2. On September 28, 2006, patent prosecution files were sent by our San Jose office to Sterne, Kessler, Goldstein & Fox PLLC. We have not been able to locate a copy of the transmittal letter, but the index for the files is attached.
3. File transfer letter dated October 6, 2006 from our Washington office, along with an index of the 65 boxes of files that were sent.
4. File transfer letter dated November 1, 2006 from our San Jose office.

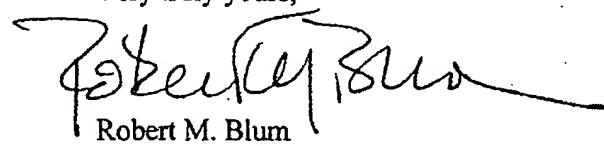
Please let me know if you require anything further from us with regard to the diligence you are performing.

Timothy J. Maier, Esq.  
November 15, 2006  
Page 2

**Theelen Reid & Priest LLP**

This will also acknowledge receipt of your email dated November 8, 2006, to which we will respond separately.

Very truly yours,



A handwritten signature in black ink, appearing to read "Robert M. Blum".

Robert M. Blum

RMB/lrc  
Enclosures

SF #1172516 v1

**ATTACHMENT 1**

## THELEN REID & PRIEST LLP

ATTORNEYS AT LAW

NEW YORK  
WASHINGTON, D.C.  
MORRISTOWN, N.J.

MARKET SQUARE, SUITE 800  
701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2608  
TEL. (202) 508-4930 FAX (202) 508-4321  
[www.rtp.com](http://www.rtp.com)

SAN FRANCISCO  
LOS ANGELES  
SILICON VALLEY

July 3, 2001

Alan Pell, Esq.  
Rick, Steiner, Segal & Pell, P.C.  
Three New York Plaza  
New York, NY 10004

**Re: Representation of Quickie, LLC**

Dear Mr. Pell:

We would like to welcome Quickie, LLC as a client of Thelen Reid & Priest LLP. Our team is very excited about working with Quickie, LLC. We have found that it is important to express as clearly as possible our expectations and intentions when taking on a new legal representation. For that reason, and also because the law requires us to put certain information in a written agreement with clients, we have prepared this letter agreement and enclosed a statement of our Billing and Payment Policies.

We have already discussed the nature of legal services for which you have retained our firm. So that we have a common understanding about the scope of our legal representation, we would like to set out briefly here what you have asked us to do: Provide litigation services related to the Quickie, LLC legal action against Medtronic, Inc.

Our fees for our legal services are based primarily on the value of the actual time spent on any particular matter by the attorneys and legal assistants performing the services. Our billing rates for attorneys and legal assistants vary according to their experience and expertise. As discussed with you, I will be the principal attorney involved in this matter. My billing rate is \$450 per hour. In addition, I may rely on other partners and associates to assist me in this matter, as needed. Richard Taffet, Robert Kribb, Jeffrey Gans may work on this matter. Their rates are \$495, \$435, and \$305 respectively. These rates are generally adjusted on a yearly basis. If it is necessary and appropriate, we also may use other attorneys and paralegals for this representation.

In addition to legal fees, we charge for other costs incurred by us on your behalf, including telephone charges, photocopying costs, postage, computerized research, secretarial overtime, word processing costs, meals, costs and travel expenses.

As a condition of your becoming and continuing as a client of our firm, we request that you agree to the enclosed Billing and Payment Policies. Please confirm your agreement by returning the enclosed copy of this letter in the space provided and returning it to me.

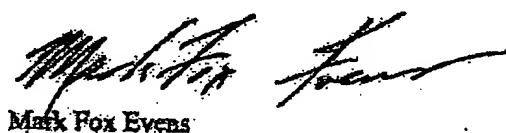
THELEN REID & PRIEST LLP.

Alan Fell, Esq.  
Rick, Steiner, Segal & Fell, P.C.  
July 3, 2002  
Page 2

Naturally, we trust and hope that you will be satisfied with our services and will return to us for your future legal needs. If you request additional services from us in the future which are either related or unrelated to the scope of the representation described above, it is understood that those future legal services will be provided by us under the same billing and payment terms as are set forth in this letter and the attachment.

On behalf of our entire firm, we thank you for the confidence you have shown in us by retaining Thelen Reid & Priest LLP. We look forward to working with you.

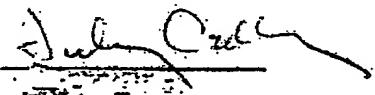
Sincerely,



Mark Fox Evans

The foregoing is agreed to:

QUICKIE, LLC

By: 

**THELEN REID & PRIEST LLP**

Alan Fell, Esq.  
Rick Steiner, Segal & Fell, P.C.  
July 3, 2002  
Page 3

**BILLING AND PAYMENT POLICIES****of**  
**THELEN REID & PRIEST LLP****1. Fees for Legal Services.**

Unless otherwise agreed, the fees for our legal services will be based on the number of hours worked multiplied by the hourly rates then in effect for the attorneys, legal assistants and other persons on our staff performing the services.

Our firm may utilize attorneys, legal assistants and other staff in a manner which we believe will best serve a client's requirements consistent with providing the proper level of skill and experience at the most reasonable costs. Our schedule of hourly rates for attorneys, legal assistants and other members of the professional staff is based upon years of experience, specialization and level of professional attainment.

Currently, our rates are \$150-\$370 per hour for attorneys and from \$95-\$210 per hour for law clerks and legal assistants. The current rates for Mark F. Evans, Richard Taffet, Robert Krebs, Jeffrey Gans, who will be working on the matter are \$450, \$495, \$435, and \$305 respectively.

We are sometimes requested by clients to give estimates of fees and costs that we expect to be incurred in connection with a specific matter. While we will work closely with clients on budgets for matters, clients should be aware that estimates and budgets are by their natures imprecise and are subject to unforeseeable future events. Unless we have expressly agreed to a fixed fee or maximum fee to be charged or other billing arrangement, the actual amounts billed may be different from estimated or budgeted amounts.

**2. Other Charges.**

Non-fee charges are separately itemized on our statements in accordance with the attached schedule. In cases where costs incurred for outside materials or services exceed \$200, we may forward the vendors' statements directly to our client for payment with the understanding that they will be discharged promptly. As a result of billing delays by outside vendors, some charges may be billed later than the period in which the corresponding legal services were rendered.

**3. Revisions to Fees for Legal Services and Non-Fee Charges.**

Our rates and non-fee charges are reviewed periodically and adjusted from time to time. It is not the policy of the firm to send out a schedule to each client every time our rates or non-fee charges are adjusted, and we reserve the right to adjust rates and charges in a reasonable manner.

**THELEN REID & PRIEST LLP**

Alan Fell, Esq.  
Rick, Steiner, Segal & Fell, P.C.  
July 3, 2002  
Page 4

without prior notice. Unless otherwise agreed, the rates that are being charged for all personnel will be reflected in the invoices itemizing our charges.

**4. Insurance Coverage.**

Unless otherwise agreed in writing, you will be responsible for paying your invoices directly in accordance with these billing and payment policies. In the event you have insurance coverage for our fee and/or non-fee charges, you will be responsible for seeking reimbursement from your insurer(s). If you retain us to attempt to obtain insurance coverage for a legal matter we are handling on your behalf, we will represent you in seeking to obtain insurance reimbursement for our fee and non-fee charges, but you will remain responsible for direct payment of all invoices. If you do not retain us to attempt to obtain insurance coverage for a legal matter we are handling on your behalf, we will cooperate with any reasonable requests for billing and payment information you may require in connection with any independent efforts you may make to obtain insurance coverage for our fee and non-fee charges, but you will remain responsible for direct payment of all invoices.

**5. Monthly Statements Due Upon Receipt.**

Our statements generally will be prepared and mailed during the month following the end of the month in which the services are rendered. Statements are due upon receipt. In litigation matters in which we prosecute monetary claims on the client's behalf, we shall have a lien on the proceeds from those claims to the extent of any unpaid fees or other charges, and such lien shall attach to any judgment, settlement or other recovery obtained by the client on those claims..

**6. Past Due Amounts.**

To avoid burdening those clients who pay their statements promptly with higher fees to reflect the added costs we incur as a result of clients who are delinquent, a monthly service charge of 10% per annum accruing from the due date may at our discretion be added to statements which remain unpaid for 30 days or more. In no event will the service charge be greater than the maximum rate permitted by any applicable law. In the unlikely event that we are required to institute legal proceedings to collect our fees or other amounts due to us, the prevailing party will be entitled to recover reasonable attorneys' fees (not to exceed \$40,000) and other costs of collection.

**7. Termination of Services.**

Our clients have the right to terminate our services at any time. We will have the same right, subject to any professional obligation to give a client reasonable notice to arrange alternative

THELEN REID & PRIEST LLP

Alan Fell, Esq.  
Rick Steiner, Segal & Fell, P.C.  
July 3, 2002  
Page 5

representation and subject to the rules of any applicable court or tribunal. In the event of a termination of our services, the client will be obligated to pay for our fees and other charges incurred prior to the delivery of notice of termination.

**8. Arbitration.**

To the extent applicable, notice is given that New York law provides, with certain exceptions, that you have the right to arbitrate fee disputes if the amount of the dispute is between \$1,000 and \$50,000.

THELEN REID & PRIEST LLP

Alan Fell, Esq.  
Rick Steiner, Segal & Fell, P.C.  
July 3, 2002  
Page 6

SCHEDULE OF CHARGES OTHER THAN  
FOR PROFESSIONAL SERVICES

Copying	\$18/page
Velobinding	\$1.50 per bind
Faximile	\$2.00/page (outgoing only)
Postage	No charge, except for unusually large mailings which are billed at U.S. Postal rates
Mileage	Internal Revenue Service standard mileage rate
Other Travel	At Cost
Airfare	Coach class for domestic flights, business class for international flights
Text editing	No charge
Telephone	No charge for local calls. Long distance calls at cost.
Computerized Legal Research	Billed at rates charged by computerized research vendors (e.g. Lexis, Westlaw)
Other Third-Party Charges	All other third-party charges (e.g., filing fees, expert witness fees, travel on client's behalf) are billed at the rates charged by these third-parties

**ATTACHMENT 2**

<i>Patent Matters for Quickie</i>				<i>Page 1</i>
<i>Wednesday, August 23, 2006</i>	<i>Docket:</i>	<i>Action Due</i>	<i>Due Date</i>	
	<b>034521-000003 / US/ REX</b>	<i>Client Ref:</i>	<i>Resp Due-Examiner's Interview</i>	<i>7/26/2006</i>

Attorney: REK BB REKTitle: **Passive Knotless Suture Terminator for Use in Minimally Invasive Surgery and to Facilitate Standard Tissue Securing***Status:* Pending*Appl Number:* 90/006,460*Publication:**Issue Date:**Parent Date:**Parent Number:**Parent Date:* 11/23/1998

Inventor(s) Colvin, Stephen B

*Abstract:* A suture securing apparatus comprising an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal

<i>Docket:</i>	<i>Action Due</i>	<i>Due Date</i>
<b>034521-000005 / US/ PRI</b>	<i>Client Ref:</i> UO-126	

Attorney: REK BB REKTitle: **Pharmacological Modulation Of Hyperplasia And Restenosis In Blood Vessels***Status:* Closed*Appl Number:**Publication:**Issue Date:**Parent Date:**Parent Number:*

Inventor(s)

*Abstract:*

Wednesday, August 31, 2006

Docket: 034521-000015/ US/ REX

Attorney: REK HB REK

Title: Passive Knotless Suture Terminator For Use In Minimally Invasive Surgery And To Facilitate Standard Tissue Securing

Status: Pending

Appl Number: 90/007,085

Publication:

Patent Number:

Parent Number: 09/198,087

Inventor(s)

Colvin, Stephen B

Grossi, Eugene A

Katz, Alan

Ondo, Paul

**Abstract:** A suture securing apparatus comprising an apparatus body having an upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal

Total Records: 3

*Patent Matters for Quickie*

	<u>Action Due</u>	<u>Due Date</u>
	Resp Due-Examiner's Interview	7/26/2006
	Change Docket No	8/11/2006
	SC-QAIA Allowance	12/11/2006

Client Ref:

Resp Due-Examiner's Interview

Change Docket No

SC-QAIA Allowance

**ATTACHMENT 3**

Timothy A. Miller  
202.508.4212 Direct Dial  
202.634.1872 Direct Fax  
tmiller@thelanreid.com

October 6, 2006

**VIA MESSENGER**

Mark Fox Evens, Esq.  
STERNE, KESSLER, GOLDSTEIN & FOX PLLC  
1100 New York Avenue, NW  
Washington, DC 20005-3934

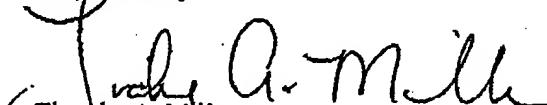
Re: **QUICKIE, LLC #034521.000002/3**

Dear Mark:

Forwarded with this letter is an index file listing of the 65 boxes of files that I am forwarding to you. If you have any questions regarding the file material, please feel free to contact me.

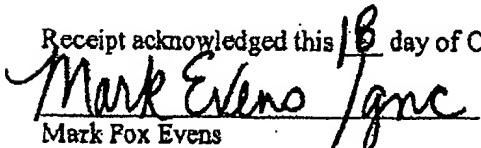
Please endorse and return the enclosed extra copy of this letter, signifying that you have received the files described on the index file listing.

Very sincerely,

  
Timothy A. Miller  
Records Coordinator

TAM/  
Enclosures

Receipt acknowledged this 16 day of October, 2006

  
Mark Fox Evens

Aug 15 2006 10:09AM HP LASERJET FAX  
AUG-14-2006 16:53 SKGF

202 371 2540 P.63 p.3

34521

August 14, 2006

WRITER'S DIRECT NUMBER:  
(202) 262-7133  
INTERNET ADDRESS:  
GALLOWAY@SKGF.COM

Andrew D. Ness, Esq.  
Theles Reid & Priest LLP  
701 8<sup>th</sup> Street, NW  
Washington, D.C. 20001

Via Email

Re: Transfer of Files

Dear Mr. Ness:

Responsibility for all matters relating to Quickie, LLC are to be transferred to STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. Therefore, please forward all related files and future correspondence to the attention of Mark F. Evens at the address listed below:

Mark Fox Evens, Esq.  
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
100 New York Avenue, NW  
Washington, DC 20005-3934  
(202) 772-8888  
mcevens@skgf.com

If you have any questions or concerns please contact us. We appreciate your prompt reply to this request and we look forward to the transfer of the requested files.

Very truly yours,



Aubrey C. Galloway, M.D.  
Managing Partner

564030\_1.DOC

# Client/Matter Component By Component No

10/4/2006 12:53:29PM

Client	034521	Client Name	Quickle, LLC
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evens, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Sub	Component Title	Volume/Title	Vol.#	Status	Date Range	Box #	Box #
✓ 0405	5	1	001 General;	Signature page of Lara Johnson.		P			
✓ 0410	1	001	Working Papers & Attorney Notes; S.Savitt. Correspondence			P			
✓ 0410	1	002	Working Papers & Attorney Notes; S.Savitt. Attorney's Notes			P			
✓ 0410	1	003	Working Papers & Attorney Notes; S.Savitt. Agreements			P			
✓ 0410	1	004	Working Papers & Attorney Notes; S.Savitt. Research--Patent and Trademarks			P			
✓ 0410	1	005	Working Papers & Attorney Notes; S.Savitt. Pleadings			P			
✓ 0410	1	006	Working Papers & Attorney Notes; S.Savitt. Miscellaneous			P			
✓ 0500	1	004	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	005	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	006	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	007	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	008	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	009	Pleadings; 02 CV.1157. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0500	1	A	Pleadings; from 500.1			P			
			3/31/04 - Declaration of Lara A. Johnson in support of plaintiff's motion in limine to exclude irrelevant and unduly prejudicial exhibits designated by Defendant.						
✓ 0820	1	002	Extra Copies; Pleadings. Quickle, LLC v. Medtronic, Inc.			P			
✓ 0100	1	A	Correspondence; Cont. from 100.1			P			
		3	2/28/03 - 5/03						
		4	6/03-						
✓ 019B	1	001	Agreements: Agreements & related documents			P			
✓ 019B	1	002	Agreements: 1998 & 2002 License and Development Agreement.			P			

# Client/Matter Component By Component No

10/4/2006	12:53:33PM		
Client	034521	Client Name	Quickle, LLC
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume	Title	Status	Box #	Date Range	Box #
Y	0198	1	002 Agreements: 1998 & 2002 License and Development Agreement.			P			
Y	0401	1	001 Research - Legal: Cases cited by Medtronic In reply brief re: claim construction.			P			
Y	0401	1	002 Research - Legal: Patent ownership search: Medtronic as Assignee			P			
Y	0401	2	001 Research - Legal; Key Cases re: Claim Construction & Definitions.. CCS Fitness v. Brunswick			P			
Y	0401	2	002 Research - Legal; Key Cases re: Claim Construction & Definitions.. Johnson v. Zebco			P			
Y	0401	2	003 Research - Legal; Key Cases re: Claim Construction & Definitions.. Definitions - "Aperture"			P			
Y	0401	2	004 Research - Legal; Key Cases re: Claim Construction & Definitions.. Articles re: Apertures (from A. Katz).			P			
Y	0401	2	005 Research - Legal; Key Cases re: Claim Construction & Definitions.. Definitions - "Cam"			P			
Y	0405	1	001 General; Prototypes.. Medtronic			P			
Y	0405	1	002 General; Prototypes.. Photographs			P			
Y	0405	1	003 General; Prototypes.. Allan Katz			P			
Y	0405	2	001 General; Medtronic - Infringing Device "Octibase" Retractor			P			
Y	0405	2	002 General; Demonstrative Evidence - Markman			P			
Y	0405	2	003 General; Plaintiff Privilege Log			P			
Y	0405	2	004 General; Judge's Rules			P			
Y	0405	2	005 General; Attorney notes & Working papers - TSS (from previous Law Firm)			P			
Y	0405	2	007 General; Retain as privilege pending agreement/ reply from Medtronic.			P			
Y	0405	2	008 General; 09/660,745 Concentric Passive Knotless Suture Terminator			P			
Y	0405	2	009 General; June 27, 2000 Medtronic Corres. & samples.			P			
Y	0405	2	010 General; July 1999 Medtronic Correspondence & notes			P			
Y	0405	2	011 General; Dr. Colvin's file			P			
Y	0405	2	012 General; Ring Drawings: Valve (originals)			P			
Y	0405	2	013 General; Allan Fall's file (empty folders).			P			
Y	0405	2	014 General; Seagate 30(b)(6) outline.			P			
Y	0405	3	001 General; Patent & File History. U.S. Patent No. 6,066,160			P			
Y	0405	3	002 General; Patent & File History. U.S. Patent No. 6,066,160			P			

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

Client	034521	Client Name	Quicidle, LLC
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evens, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	Vols#	Status	Box #	Date Range	Box #
44	0405	3	002	General; Patent & File History. U.S. Patent No. 6,066,160		P	P		
44	0405	3	003	General; Patent & File History. U.S. Patent No. 6,066,160		P	P		
34	0405	3	004	General; Patent & File History. Patent No. 633 1157		P	P		
31	0405	3	005	General; Patent & File History. Patent No. 628 3912		P	P		
31	0405	3	006	General; Patent & File History. Patent No. 633 1158		P	P		
34	0405	3	007	General; Patent & File History. Patent No. 623 1506		P	P		
21	0405	3	008	General; Patent & File History. Patent No. 623 1506 w/Images (prior art ref.)		P	P		
31	0405	3	009	General; Patent & File History. Referenced cites to Patent No. 623 1506		P	P		
31	0405	3	010	General; Patent & File History. PN 067523 *Prior art references for Patent No. 623 1506		P	P		
34	0405	3	011	General; Patent & File History. Other Patent applications		P	P		
40405	3	012	General; Patent & File History. GT Patent file		P	P			
40405	3	013	General; Patent & File History. Prosecution of '160 Patent.		P	P			
40405	3	014	General; Patent & File History. PCT/US99/25055 - Foreign filing of '160 Patent.		P	P			
34	0405	3	015	General; Patent & File History. Patent documents - Prior Art.		P	P		
31	0405	4	001	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #6,231,506		P	P		
31	0405	4	002	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #6,331,157		P	P		
45	0405	4	003	General; TSS Working Copy U.S. Patents re: Guidant.. Prior Art References #6,283,912		P	P		
40405	4	004	General; TSS Working Copy U.S. Patents re: Guidant.. Prior Art References #6,331,157		P	P			
40405	4	005	General; TSS Working Copy U.S. Patents re: Guidant.. Prior Art References #6,333,158		P	P			
40405	4	006	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #6,331,158		P	P			
40405	4	007	General; TSS Working Copy U.S. Patents re: Guidant.. Patent PM # 067523		P	P			
40405	4	008	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #6,283,912		P	P			
40405	4	009	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #1,583,727		P	P			
45	0405	4	010	General; TSS Working Copy U.S. Patents re: Guidant.. Patent #1,244,537		P	P		
5	0606	1	001	Client Documents: Client documents		P	P		
5	0606	1	002	Client Documents: Client Corp. documents (not relevant).		P	P		
42	0820	3		Extra Copies: (MFE)		P	P		

# Client/Matter Component By Component No

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<b>Client</b>	<b>034521</b>	<b>Client Name</b>	Quidde, LLC
<b>Matter</b>	<b>000002</b>	<b>Matter Name</b>	v Medtronic, Inc.
<b>Date Opened</b>	<b>7/9/2002</b>	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>			IP - Patent Prosecution
<b>Office</b>			Washington, D.C.

Type	Component #	Suf	Component Title	Volume Title	Date Range	Status	Box #
Type				Vol#	Date Range	Box #	
Z	0405	15	1	Motion to Dismiss/Motion for SJ General; (AK) Binder Defendant's Designations (Sasha's Copy)		P	
Z	0603	26	1	Deposition; (AK) Ashby, Strong & Wright		P	
Z	5023	1	1	Working Papers; (AK) Sasha's Working files		P	
Z	5023	2	1	Working Papers; (AK) Pre-Trial Order; Research & Drafts of Motions in Limine & other various docs		P	
39	0266	2	1	Patent; (GMM) Quidde Patents from Defendant Exhibit List		P	
39	0401	8	1	Research File; (GMM) Vol. 1		P	
39	0401	9	1	Research File; (GMM) for Motion In Limine (License Agreement)		P	
39	0401	11	1	Research File; (GMM) Opposition to Mt. to Exclude Dickinson		P	
39	0410	7	1	Working File; (GMM) Vol. 1		P	
13	0670	2	1	Trial Exhibits; (JMM); Potential Plaintiff's Trial Exhibits Vol. 1 of 3 (Exhibits 1-50)		P	
13	0670	3	1	Trial Exhibits; (JMM); Potential Plaintiff's Trial Exhibits Vol. 2 of 3 (Exhibits 51-101)		P	
13	0670	4	1	Trial Exhibits; (JMM); Potential Plaintiff's Trial Exhibits Vol. 3 of 3 (Exhibits 102-134)		P	
21	0670	5	1	Trial Exhibits; (JMM); Plaintiff's Exhibit Wolf's Witness File		P	
21	0670	6	1	Trial Exhibits; (JMM); Plaintiff's Exhibit Berkman's Witness File		P	

# Client/Matter Component By Component No

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<b>Client</b>	<b>034521</b>	<b>Client Name</b>	<b>Quicke, LLC</b>
<b>Matter</b>	<b>000002</b>	<b>Matter Name</b>	<b>V. Medtronic, Inc.</b>
<b>Date Opened</b>	<b>7/9/2002</b>	<b>Billing Attorney</b>	<b>Evans, Mark F.</b>
<b>Area of Law</b>			
<b>Office</b>			

Type	Component Nu	Suf	Component title	Volume #	Box #	Status	Date Range
L	0670	7	Trial Exhibits; (JMM); Plaintiff's Exhibit Latham's Witness File		P	P	
L	0670	8	Trial Exhibits; (JMM); Plaintiff's Exhibit Ashby's Witness File	1	P	P	
L	0670	9	Trial Exhibits; (JMM); Plaintiff's Exhibit Dickinson's Witness File	1	P	P	
ZG	0670	10	Trial Exhibits; (JMM); Plaintiff's Exhibit Colvin Docs Witness File	1	P	P	
0670	11		Trial Exhibits; (JMM); Plaintiff's Exhibit Katz's Witness File	1	P	P	
0670	12		Trial Exhibits; (JMM); Plaintiff's Exhibit Armitage's Witness File	1	P	P	
0670	13		Trial Exhibits; (JMM); Plaintiff's Exhibit Gross Witness File	1	P	P	
0670	14		Trial Exhibits; (JMM); Plaintiff's Exhibit Sharpen's Witness File	1	P	P	
0670	15		Trial Exhibits; (JMM); Plaintiff's Exhibit Felt's Witness File	1	P	P	
0670	16		Trial Exhibits; (JMM); Plaintiff's Exhibit Ehlinger's Witness File	1	P	P	
0670	17		Trial Exhibits; (JMM); Plaintiff's Exhibit Kester's Witness File	1	P	P	
0670	18		Trial Exhibits; (JMM); Plaintiff's Exhibit Hennessey's Witness File	1	P	P	
0670	19		Trial Exhibits; (JMM); Plaintiff's Exhibit O'Neill's Witness File	1	P	P	
ZG 0670	20		Trial Exhibits; (JMM); Plaintiff's Exhibit Galloway's Witness File	1	P	P	
ZG 0800	2		Drafts; (MFE)		P	P	

# Client/Matter Component By Component No

Date									
Type	Component #	Suf	Component title	Volume #	Vols	Status	Box #	Date Range	BCK #
10/4/2006									
<b>Client</b>	034521		<b>Client Name</b>	Quicke, LLC					
<b>Matter</b>	000002		<b>Matter Name</b>	v. Medtronic, Inc.					
<b>Date Opened</b>	7/9/2002		<b>Billing Attorney</b>	Evans, Mark F.					
<b>Area of Law</b>	IP - Patent Prosecution								
<b>Office</b>	Washington, D.C.								
26 0800	2		Drafts; (MFE)			P			
			Extra Copies - Depositions			P			
3 0100	2		Correspondence; (JG)			P			
			Vol. 1			P			
3 0400	7		Correspondence; (JG)			P			
			Vol. II			P			
22 0401	14		Legal Research; (JRG)			P			
			Related Cases			P			
3 0410	6		Working File; (JRG)			P			
			Vol. 1			P			
32 0602	2		Deposition Summaries; (JRG)			P			
			Deposition Digest Index			P			
38 0602	3		Deposition Summaries; (JRG)			P			
			Vol. 1			P			
3 5023	5		Working Papers; (JRG)			P			
			Wolf Expert Report			P			
			Strong Rebuttal			P			
			Strong Bio			P			
			Hahnenkamm Cardiorthoracic Department			P			
			Medtronic Marketing Brochures			P			
			Sales Spreadsheet			P			
37 0401	10		Legal Research; (LAJ)			P			
			§ 282			P			
6 0401	15		Legal Research; (LAJ)			P			
			Case Law Re: Failed/Late Attempts to Design			P			
3 0401	17		Research - Legal; (LAJ)			P			
			Research Regarding Motion to Compel			P			
3 5023	3		Working Papers; (LAJ)			P			
			Legal Research			P			

# Client/Matter Component By Component No

Type	Component No	Sub	Component Title	Volume Title	Vol #	Status	Box #
						Date Range	Box #
3	5023	3	Working Papers; (LAJ)			P	
			Expert Reports				
			Complaint				
			License Agreement				
			Dickinson Deposition				
4	0401	4	Working Papers; (LAJ)			P	
			Vol. 1				
			Research - Legal; (LAJ)				
			Research Regarding In-House Counsel Opining After Receiving Notice Affecting				
			Willfulness Analysis				
5	0405	2	General; (MFE)			P	
			Files Listing				
			Judge Lynch's Court Procedures				
6	0605	1	Client Documents (Copies); (MFE)			P	
			Vol. I				
			Client Documents (Copies); (MFE)				
7	0605	3	Vol. III			P	
			Client Documents (Copies); (MFE)				
7	0605	4	Vol. IV			P	
			Client Documents (Copies); (MFE)				
7	0605	5	Vol. V			P	
			Correspondence; (MFE)				
7/	0100	1	Vol. 1			P	
			Correspondence; (MFE); Vol 2				
1	0100	3	Jan. 03 - April 30, 2003			P	
4	0100	3	Correspondence; Various Description. Early Solicitation. (Empty folder)			P	
4	0100	3	Correspondence; Various Description. Chryssa V. Valletta dated 12/26/02.(empty folder)			P	
7	0100	4	Correspondence; (MFE)			P	
			May 03 - June 10, 2003				

# Client/Matter Component By Component No

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<b>Client</b>	034521	<b>Client Name</b>	Quicke, LLC
<b>Matter</b>	000002	<b>Matter Name</b>	v. Medtronic, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component #	File #	Suf	Component Title	Volume Title	Vol#	Date Range	Status	Box #
	7 0100	5		Correspondence; (MFE)				P	
¶	¶ 0100	5	A	July 1, 2003 - July 31, 2003	Correspondence; (MFE)		June 11, 2003 - June 30, 2003	P	
	7 0100	6		Correspondence; (MFE); August 1, 2003 - Oct. 31, 2003	Correspondence; (MFE); August 1, 2003 - Oct. 31, 2003	Vol. 1		P	
¶	¶ 0100	8		Correspondence; (MFE)	Correspondence; (MFE)	Vol. 1	November 03 -	P	
	¶ 0103	1		Invoices - Vendor; (MFE)	Invoices - Vendor; (MFE)	Vol. 1		P	
	20 0198	1		Agreements; (MFE)	Agreements; (MFE)	1	Agreement for Mutual Exchange of confidential Information/Medtronic/Quickie	P	
				Idea Submission and Evaluation Agreement	Idea Submission and Evaluation Agreement	2	Knotless Suturing System License and Development Agreement/Quickie/Medtronic		
				Facilitated Surgical Attachment License and Development Agreement with Medtronic	Facilitated Surgical Attachment License and Development Agreement with Medtronic	3	Faculty Group Practice Employment Agreement		
				NYU School of Medicine Cardiobthoracic Faculty Practice Plan	NYU School of Medicine Cardiobthoracic Faculty Practice Plan	4	Partnership Agreement of Empire Cardiobthoracic Associates, LLP		
				Original Operating Agreement for Quicke, LLC	Original Operating Agreement for Quicke, LLC	5	Amended Operating Agreement for Quicke, LLC		
				Allocation Agreement	Allocation Agreement	6	Amendment to Agreement between Medtronic		
				Consulting Agreement	Consulting Agreement	7	Consulting Agreement w/Addendum/signed		
				Facilitated Surgical Attachment License and Development Agreement	Facilitated Surgical Attachment License and Development Agreement	8	Cohen's Employment Agreement with NYU		
				Termination of Attachment Mechanism in Agmnt	Termination of Attachment Mechanism in Agmnt	9			
				Agreements; (MFE)	Agreements; (MFE)	10			
				Trademark License Agreement	Trademark License Agreement	11			
				Covenant Not to Sue (Originals)	Covenant Not to Sue (Originals)	12			
						13			
						14			
						15			
						16			
	¶ 0198	2				1			
						2			

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10/4/2006 12:53:33PM

Client	034521	Client Name	Quickle, U.C
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evens, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	Year	Status	Box #
7	0220	2	SEC Documents; (MFE)			P	
19	0266	1	Medtronic SEC Filings Patent; (MFE)			P	
43	0268	1	Reexam Documents/005072-005763 Trademarks & Tradenames; (MFE); Trademark History			P	
			Medtronic Starfish				
			Medtronic Octibase			P	
			Medtronic Octopus			P	
			Medtronic Urchin			P	
			Cardio Thoracic Axius			P	
13	0401	1	Research - Legal; (MFE) Cases cited in Markman Brief			P	
1	0401	2	Research; (MFE)			P	
			Medtronic's Products and attached Web Site Research				
			FDA Guidelines				
1	0401	3	Research - Legal; (MFE) Combining Prior Art References			P	
			Medtronic Related Cases				
			An Assoc Thoracic Surgery				
			Damages, Combine, Old Patents				
			Research - Legal; (MFE)				
			Patient Infringement Damages				
			Willful Infringement				
			License Agreement				
			Patient Design Around				
			Patient Infringement				
			Infringement Damages				
19	0401	5	Research; (MFE)			P	
19	0401	6	Cases Used in 11/03 Opposition			P	
			Research; (MFE)				

# Client/Matter Component By Component No

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<b>Client</b>	034521	<b>Client Name</b>	Quikkle, LLC
<b>Matter</b>	000002	<b>Matter Name</b>	v. Medtronic, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	Vol#	Date Range	Status	Box #	Box #
19	0401	6	Research; (MFE)	Cases Cited In Medtronic's Summary Judgment Motion			P		
1	0401	7	Legal Research; (MFE); Research re Rite Hite	Vol. 1			P		
19	0401	12	Research - Legal; (MFE)	Miscellaneous Cases			P		
19	0401	13	Research; (MFE); Chisum on Patents	Chisum on Patents			P		
5	0401	18	Research; (MFE); Related Cases - Marks Comments	Related Cases - Marks Comments			P		
13	0405	1	General; (MFE)	Medtronic/Quikkle Meetings			P		
41	0405	4	General; (MFE)	General; (MFE)			P		
43	0405	5	US Patent and Trademark Office Filings	US Patent and Trademark Office Filings			P		
		1	General; (MFE); Damages	LifeSciences Corp.			P		
		2	Medtronic Settlement	OctoBase Tm Retractor System			P		
43	0405	6	General; (MFE)	Marketing/Promotion Materials/Information			P		
42	0405	7	General; (MFE)	Endosures to Letter to Cohn of May 13, 2003			P		
43	0405	8	General; (MFE); Marketing	Nedtronic			P		
		1	Guidant	Johnson and Johnson			P		
		2		Nedtronic's Beating Heart Bundle			P		
Q	0405	9	General; (MFE); Marketing	Tim Ryan			P		

# Client/Matter Component By Component No

Client	Matter	Client Name	Matter Name	Billing Attorney	Events, Mark F.	Status	Box #
034521	0000002	Quicke, LLC	V. Medtronic, Inc.			P	
Type	Component No	Staff	Component Title	Volume#	Vol#	Date Range	Box #
Q 0405	9		General; (MFE); Marketing				
			Jill Hennessen Correspondence	2			
			Gross Armittage;	3			
			General; (MFE); Prior Art Cited in Medtronic's Re-exam				P
Q 0405	10	1	Pagedas, Anthony				
			Yoon, InBae	2			
			Boebel, Manfred, Oettisheim, DE	3			
			Pressman, Howard E.	4			
			Skyba, Helmut	5			
13 0405	11		General; (MFE); Cardivations				
			Agreement	1			
22 0405	12		General; (MFE)				
			Key Pleadings				
Q 0405	13	1	General/Trial Prep; (MFE)				
			Deposition Designations/CD's VOL I	1			
			Depositions Designations/CD VOL II	2			
			Highlighted Depositions VOL I	3			
			Highlighted Depositions VOL II	4			
Z 0405	14	1	General; (MFE)				
			Medical Devices				
3 0405	16	1	General; (MFE) Hot Docs				
59 0405	17	1	In-House Opinions				
60 0405	18	1	General; (MFE)				
			Gulddant Axius Vacuum 2 Stabilizer System				
			General; (MFE) Trial Prep Material (Issue Folders)				
			Testimony Digest of J. L. Lemire, Jr.				
			(Manuscript of) Videotaped Depo of E. Grossi				
			Copy of 1st Amended Notice of Depo Dues Tercum				
			Rebuttal Expert Report of Hon. Gerald J. Moesinghoff				
			Dепо of T. Vester				

# Client/Matter Component By Component No

10/4/2006	12:53:33PM		
Client	034521	Client Name	Quiccle, LLC
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Vol/Suf	Component Title	Volume Title	Date Range	Box #	Status
<b>General; (MFE) Trial Prep Material (Issue Folders)</b>							
			Copies of various dates labeled material			P	
			Issue folders (some are empty)				
			Report 00-213 (EP-69B) - multiple copies				
			(FMECA) "Lock-up" of Octibase Retractor dated 12/15/05 - multiple copies				
			OctoBase Phinon Assembly Verification - multiple copies				
Q	0410	2	Working File; (MFE)	Vol. 1		P	
1	0410	3	Working File; (MFE)	Vol. 2		P	
Q	0410	4	Working File; (MFE)	Vol. 3		P	
Z	20410	5	Working File; (MFE)	Vol. 4		P	
Z	20410	8	Working File; (MFE); (Current) Evans	Vol. I		P	
Z	20410	9	Working File; (MFE); (Current) Evans	Vol. II		P	
Z	0410	10	Working File; (MFE); (Current) Evans	Vol. III		P	
Z	0410	11	Working File; (MFE); (Current) Evans	Vol. IV		P	
Z	0500	1	Pleadings; (MFE)	Vol. I		P	
Z	0500	1	001 Pleadings; 02 CV.1157. Quiccle, LLC v. Medtronic, Inc.	001-A		P	
Z	0500	1	Pleadings; 02 CV.1157. Quiccle, LLC v. Medtronic, Inc.	002		P	
Z	0500	1	Pleadings; 02 CV.1157. Quiccle, LLC v. Medtronic, Inc.	003		P	
Z	0500	2	Pleadings; (MFE)			P	

# Matter Component By Component No

12:53:33PM

Client	034521	Client Name	Quickie, LLC
Matter	000002	Matter Name	v. Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component Nu	Suf	Component Title	Volume Title	Vol#	Status	Box #
L	7 0500	2	Pleadings; (MFE)	Vol. II	P	P	P
L	7 0500	3	Pleadings; (MFE)	Vol. III	P	P	P
L	8 0500	4	Pleadings; (MFE)	Vol. IV	P	P	P
0500	5	1	Pleadings; (MFE)	VOL V	P	P	P
0500	6	1	Pleadings; (MFE)	VOL VI	P	P	P
0500	7	1	Pleadings; (MFE)	VOL VII	P	P	P
0500	8	1	Pleadings; (MFE)	VOL VIII	P	P	P
28 0500	9	1	Pleadings; (MFE)	VOL IX	P	P	P
43 0500	10	1	Pleadings; (MFE)	VOL X	P	P	P
43 0500	11	1	Pleadings; (MFE)	VOL XI	P	P	P
7 0500	12	1	Pleadings; (MFE)	File VOL XII	P	P	P
13 0500	13	1	Pleadings; (MFE)	File VOL XIII	P	P	P
16 0600	1	1	Deposition Exhibits; (MFE)	Colvin and Grossi	P	P	P
16 0600	2	1	Depositions Exhibits; (MFE); for Berkman	Plaintiff's Exhibits	P	P	P
		2	Defendant's Exhibits				

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	<b>0345421</b>	<b>Client Name</b>	Quicke, LLC
<b>Matter</b>	<b>0000002</b>	<b>Matter Name</b>	X-Medtronic, Inc.
<b>Date Opened</b>	<b>7/9/2002</b>	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	P
O	0600	3	Deposition Exhibits; (MFE)	Exhibits used in depositions - Goodman, etc.	P
S	0600	4	Deposition Exhibits; (MFE)	Vol. 1 Troy Kester/Thomas Ehlinger	P
0600	5	1	Deposition Exhibits; (MFE)	Vol. II William O'Neill/Daniel Latham/Tim Ryan	P
0600	6	1	Deposition Exhibits; (MFE)	Vol. III Jack Goodman	P
0600	7	1	Deposition Exhibits; (MFE)	Vol. IV T. Armitage, J. Hennesen, M. Strong, G. Mosshoff, D. Pelak	P
0600	8	1	Deposition Exhibits; (MFE)	Vol. V John Wright/James Malackowski	P
0600	9	1	Deposition Exhibits; (MFE)	Vol. I (DX 1-40) P. Oddo, A. Katz, S. Colvin, A. Fell, A. Galloway	P
S	0600	10	Deposition Exhibits; (MFE)	Vol. II (DX 41-102) T. Dickenson, M. Ashby, M. Berkman, R. Wolf	P

Client/Matter Component By Component No

10/11/2003 12:53:33 PM

<b>Client</b>	034521	<b>Client Name</b>	Quickie, LLC
<b>Master</b>	034521	<b>Matter Name</b>	V-Neontronics, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component Nu	Suf	Component title	Volume title	Vol#	Date Range	Status	Box #	Box #
25	0690				10		P		

Client/Matter Component By Component No

MABE E.ES.12

<b>Client</b>	034521	<b>Client Name</b>	Quickde, LLC
<b>Matter No.</b>	0899682	<b>Matter Name</b>	V-Medtronic
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evens, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Client	034521	Client Name	Quicke, LLC	Box #	
Number	8888882	Matter Name	v. Medtronic, Inc.	Status	
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.		
Area of Law	IP - Patent Prosecution				
Office	Washington, D.C.				

Type	Component No.	Surf	Component Title	Volume Title	VGM#	Date Range	Status	Box #
370601	4	1	Deposition Prep Documents; (MFE)				P	
	60601	8	Documents Used for Katz and Oddo Depositions				P	
	160601	9	Deposition Prep Documents; (MFE); Tom Armitage Vol. 1				P	
	320601	10	Deposition Prep Documents; (MFE); Jim Hennesen Vol. 1				P	
	60602	1	Deposition Prep Documents; (MFE)				P	
	240603	1	Goodman VOL II				P	
	80603	2	Deposition Summaries; (MFE)				P	
	200603	2	Deposition of Paul Oddo on July 8, 2003; (MFE)				P	
	280603	3	Transcript (with disk)				P	
	240603	4	Miniscript				P	
	280603	5	Deposition of Allan Katz on July 9, 2003; (MFE)				P	
	200603	2	Transcript (with disk)				P	
	280603	2	Miniscript				P	
	240603	5	Deposition of Stephen Colvin on July 22, 2003; (MFE)				P	
	280603	4	Transcript/Disk				P	
	200603	2	Miniscript				P	
	280603	5	Deposition; (MFE); William O'Neill -- 7/25/03				P	
	240603	6	Transcript				P	
	270603	6	Miniscript				P	
			Deposition; (MFE); Thomas Ehlinger -- 7/23/03					
			Transcript					
			Miniscript					

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	034521	<b>Client Name</b>	Quicke, LLC
<b>Matter</b>	099992	<b>Project Name</b>	Medtronics, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evens, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component #	Suf	Component Title	Volume Title	Y/G#	Date Range	Status	Box #	Box #
<b>Deposition; (MFE); Troy Kester -- 7/16/03</b>									
L0	0603	7	1 Transcript Miniscript Disk	Deposition of Alan Fell on July 29, 2003; (MFE)	P				
ZD	0603	8	1 Transcript Miniscript Exhibits Disk	Deposition of Aubrey Galloway on July 30, 2003; (MFE)	P				
ZO	0603	9	1 Transcript Miniscript Exhibits Disk	Deposition of Ryan and Latham on 8/5/03; (MFE)	P				
U	0603	10	1 Tim Ryan Transcript Tim Ryan Miniscript Daniel Latham Transcript Daniel Latham Miniscript	Deposition of Ryan and Latham on 8/5/03; (MFE)	P				
G	0603	11	1 2 3 4 5	Deposition; (MFE); Tom Armitage on August 8, 2003 Manuscript Disk of Hennesen and Armitage Depositions Video 1 of 2 Video 2 of 2	P				
L7	0603	12	1 2 3	Deposition; (MFE); Jill Hennesen on August 8, 2003 Manuscript/Exhibits Miniscript Video	P				
L7	0603	13		Deposition; (MFE); Jack Goodman on August 7, 2003	P				

*Client/Matter Component By Component No*

Client	034521	Client Name	Quicke, LLC
Number	000002	Number Name	W-Medtronics Inc.
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component Nu	Suf	Component Title	Volume Title	Vol#	Date Range	Status	Box #
27 0603	13		Deposition; (MFE); Jack Goodman on August 7, 2003				P	
			Manuscript					
			Miniscript					
			Exhibits 1-32					
27 0603	14		Deposition; (MFE); Jack Goodman on August 7, 2003				P	
			Exhibits 1-32					
27 0603	15		Deposition of; (MFE); Q. Todd Dickinson August 13, 2003				P	
			Manuscript					
			Miniscript					
			Exhibits 41-50					
25 0603	15	A	Deposition (MFE); of Q. Todd Dickinson on Aug 13, 2003				P	
			CDS Vol 1, 2, 3, 4, 5, 6, and 7					
24 0603	16		Deposition of; (MFE); Honorable Gerald J. Mooslinghoff August 18, 2003				P	
			Manuscript w/exhibits					
			Miniscript					
26 0603	17		Deposition (MFE); Mark Phillip Ashby August 15, 2003				P	
			Manuscript with Disk					
			Miniscript					
28 0603	18		Deposition; (MFE); Mark Berkman August 20, 2003				P	
			Manuscript/Disk					
			Exhibits					
			Miniscript					
25 0603	18	A	Deposition; (MFE); of Mark Berman on August 20, 2003				P	
			CDS Vol 1, 2, 3, 4, and 5					
24 0603	19		Deposition; (MFE); of Dr. Randall K. Wolf on August 20, 2003				P	
			Manuscript					
			Exhibits					
			Miniscript					
25 0603	19	A	Deposition; (MFE); Dr. Randall Wolf on August 20, 2003				P	
			CDS Vol 1, 2, 3, 4, and 5					
			CDS Vol 1, 2, 3, 4, and 5					

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	034521	<b>Client Name</b>	Quickie, LLC
<b>Matter</b>	000003	<b>Matter Name</b>	V-Matronics, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evens, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component Nu	Stif	Component Title	Volume Title	Vol#	Date Range	Status	Box #
24 0603	20	1	Deposition; (MFE); of Dr. Michael D. Strong on August 15, 2003			P		
		2	Manuscript					
		3	Miniscript					
		4	Manuscript/Disk					
		5	Exhibits Copy /					
25 0603	21	1	Deposition; (MFE); of Daniel Pelak on Aug 28, 2003			P		
		2	CD's Vol. 1, 2, and 3					
14 0603	22	1	Deposition; (MFE); of John Wright on August 27, 2003			P		
		2	Manuscript					
		3	Miniscript/Disk					
		4	Confidential Portion					
		5	Exhibits					
25 0603	23	1	Deposition; (MFE); of Dr. John Wright on Aug 27, 2003			P		
		2	CD's VOL 1, 2, 3, 4, and 5					
24 0603	24	1	Deposition; (MFE); of James Malackowski on August 29, 2003			P		
		2	Manuscript with Exhibits					
		3	Miniscript					
38 0603	25	1	Deposition; (MFE)			P		
		2	Deposition of J. Wright- Original Exhibits 1-3, 6-8					
28 0603	25	1	Deposition; (MFE)			P		
		2	Transcript of Video Deposition (Original)					
		3	Confidential Excerpt of Video Deposition					
14 0605	2	1	Client Documents (Copies); (MFE)			P		
17 0605	6	1	Client Documents (Copies); (MFE)			P		
		2	Vol. VI					
		3	Client Documents (Copies); (MFE)			P		
17 0605	7	1						
		2						
		3						

Client/Matter Component By Component No

10/14/2006 12:53:33 PM

<b>Client</b>	034521	<b>Client Name</b>	Quickie, LLC
<b>Practice</b>	08888802	<b>Matter Name</b>	VR Headstrong™
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>		<b>IP - Patent Prosecution</b>	
<b>Office</b>			Washington, D.C.

Type	Component No.	Surf	Component Title	Volume Title	Date Range	Status	Box #	Box #
	0609	1	1	Vol. VII Documents Not Produced; (MFE); Corporate Certificates		P		
	0610	1	1	Vol. 1 Documents Produced by Defendants; (MFE)		P		
	0610	2	1	Hat Docs Docs. Produced By Medtronic (MEDQ); (MFE) BOX 1		P		
	0610	2	1	MEDQ 03128-03860				
	0610	2	1	MEDQ 02581-03127				
	0610	2	1	MEDQ 01774-0258				
	0610	2	1	MEDQ 01049-01773				
	0610	3	1	Docs. Produced By Medtronic (MEDQ); (MFE) BOX 2		P		
	0610	3	1	MEDQ 06135-07086				
	0610	3	1	MEDQ 05295-05695				
	0610	3	1	MEDQ 04771-05228				
	0610	3	1	MEDQ 05229-05363				
	0610	3	1	MEDQ 04280-04770				
	0610	3	1	MEDQ 03861-04279				
	0610	4	1	Docs. Produced By Quicksie (QUICK); (MFE) BOX 3		P		
	0610	4	1	QUICK 083127-003760				
	0610	4	1	QUICK 0033761-004380				
	0610	4	1	QUICK 0044663-004671				
	0610	4	1	QUICK 0046772-005071				
	0610	4	1	QUICK 0050702-005763				
	0610	4	1	QUICK 005764-005924				
	0610	5	1	Docs. Produced By Medtronic (MEDQ); (MFE) BOX 4		P		
	0610	5	1	MEDQ 00001-00638				
	0610	5	1	MEDQ 00639-01048				
	0610	5	1	Docs. Produced By Quicksie (QUICK); (MFE)				
	0610	5	1	QUICK 05696-06134				
	0610	5	1	QUICK 002012-002522				

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

Client	034521	Client Name	Quickle, LLC
Matter	0000002	Product Name	vs Medtronic, Inc.
Date Opened	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	Vols#	Date Range	Status	Box #
7	0620	5	Docs. Produced By Medtronic (MEDQ); (MFE) BOX 4	Docs. Produced By Medtronic (QUICK); (MFE) BOX 5	6	P	P	
3	0620	6	Docs. Produced By Quickle (QUICK); (MFE) BOX 5	QUICK 0005925-006405	1	P	P	
				QUICK 0011502-002011	2	P	P	
				QUICK 000865-001501	3	P	P	
				QUICK 000001-000865	4	P	P	
				MEDQ - CDS	5	P	P	
				VHS - Beating Heart ByPass Surgery with the Octopus System II		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUICK00001-000576		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK000577-001161		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK001162-001935		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK001936-002522		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK002523-003126		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK003127-003760		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK003761-004380		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK04463-004643		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUIK004644-004671		P	P	
				Documents Produced By Plaintiff; (MFE)		P	P	
				QUICK 004672 - QUICK 004892		P	P	
				QUICK 004893 - QUICK 005018	2	P	P	

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	<b>034521</b>	<b>Client Name</b>	<b>Quickie, LLC</b>
<b>Matter</b>	<b>069602</b>	<b>Matter Name</b>	<b>Mr. Hardtronics, Inc.</b>
<b>Date Opened</b>	<b>7/9/2002</b>	<b>Billing Attorney</b>	<b>Evens, Mark F.</b>
<b>Area of Law</b>			
<b>Office</b>			

IP - Patent Prosecution  
Washington, D.C.

Type	Component No	Suf	Component Title	Volume Title	VOL #	Status	Date Range	Box #:
1	0620	10	Documents Produced BY Plaintiff; (MFE)	QUICK 005019 - QUICK 005071	P			
	0620	11	Documents Produced by Plaintiff; (MFE)	QUICK 005072 - QUICK 005763	P			
	0620	12	Documents Produced by Plaintiff; (MFE)	QUICK 005764 - QUICK 005809	P			
1	0620	13	Documents Produced by Plaintiff; (MFE)	QUICK 005810 - QUICK 005924	P			
	0620	14	Documents Produced by Plaintiff; (MFE)	005925 - 006405	P			
2	0620	15	Documents Produced by Plaintiff; (MFE)	CP's QUICK 006406 through QUICK 006412	P			
	0620	16	Documents Produced by Plaintiff; (MFE)	QUICK 006413 through QUICK 006462	P			
3	0630	17	Documents Produced By Plaintiff; (MFE)	QUICK 006413A Through QUICK 006462	P			
4	0630	1	Defendant Production 5/2/03; (MFE)	MEDQ0001 - MEDQ0638	P			
5	0630	2	Defendant Production 5/2/03; (MFE)	MEDQ0639 - MEDQ1048	P			
6	0630	3	Defendant Production 5/2/03; (MFE)	MEDQ 01049 - MEDQ 01563	P			
7	0630	4	Defendant Production 5/2/03; (MFE)	MEDQ 01564 - MEDQ 02014	P			
8	0630	5	Defendant Production 5/2/03; (MFE)	MEDQ 02015 - MEDQ 026553	P			
9	0630	6	Defendant Production 5/2/03; (MFE)	MEDQ 02654 - MEDQ 03127	P			
10	0630	7	Defendant Production 5/2/03; (MFE)	MEDQ 03128 - MEDQ 03589	P			
11	0630	8	Defendant Production 5/2/03; (MFE)		P			

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	034521	<b>Client Name</b>	Quicke, LLC
<b>Matter</b>	000002	<b>matter#</b>	v-Medtronic, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component No.	Suf	Component Title	Volume Title	Vol #	Date Range	Status	Box #	Box #
29	0630	8	Defendant Production 5/2/03; (MFE)				P		
19	0630	9	MEDQ 03590 - MEDQ 03860				P		
		1	Documents Produced by Defendant; (MFE)						
		2	Privilege Log						
		3	Documents MEDQ 03861-MEDQ 03887						
33	0630	10	Documents MEDQ 03888 to MEDQ 04279				P		
		1	Documents Produced by Defendant; (MFE)						
		2	MEDQ 04280 - MEDQ 04552				P		
0630	11	1	Documents Produced by Defendant; (MFE)				P		
		2	MEDQ 04553 - MEDQ 04770				P		
0630	12	1	Documents Produced by Defendant; (MFE)				P		
		1	MEDQ 04770 - MEDQ 04771 (CD's)				P		
		2	MEDQ 4773 - MEDQ 4914				P		
33	0630	13	Documents Produced by Defendant; (MFE)				P		
		1	MEDQ 4915 - MEDQ 4944				P		
30	0630	14	Documents Produced By Defendant; (MFE)				P		
		1	Documents MEDQ 03861 - MEDQ 03887				P		
33	0630	15	Documents Produced by Defendant; (MFE)				P		
		1	MEDQ 04945 - MEDQ 05228 (7/3/03)				P		
33	0630	16	Documents Produced by Defendant; (MFE)				P		
		1	MEDQ 05264 through MEDQ 05294				P		
33	0630	17	Documents Produced by Defendant; (MFE); August 1, 2003				P		
		1	MEDQ 05295 - MEDQ 05303				P		
40	0630	18	Documents Produced by Plaintiff; (MFE); August 1, 2003				P		
		1	MEDQ 052304 - MEDQ 05315				P		
40	0630	19	Documents Produced by Defendant; (MFE); August 1, 2003				P		
		1	MEDQ 05316 - MEDQ 05490				P		
40	0630	20	Documents Produced by Defendant; (MFE); August 1, 2003				P		
		1	MEDQ 05491 - MEDQ 05843						

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	██████████	034521	<b>Client Name</b>	Quicke, LLC
<b>Matter</b>	██████████	0000002	<b>Practice Name</b>	V. Medtronic, Inc.
<b>Date Opened</b>	██████████	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	██████████	IP - Patent Prosecution		
<b>Office</b>	██████████	Washington, D.C.		

Type	Component No	Stuff	Component Title	Volume Title	Vol#	Status	Date Range	Box #	Box #
<b>Documents Produced by Plaintiff; (MFE); August 1, 2003</b>									
10	0630	21		1		P			
11	0630	22		1		P			
12	0630	23		1		P			
13	0630	24		1		P			
13	0670	1		2		P			
14	0710	1		1		P			
14	0710	2		1		P			
14	0710	3		1		P			
14	0710	4		1		P			

10 0630 Documents Produced by Plaintiff; (MFE); August 1, 2003  
MEDQ 05844 - MEDQ 06134  
Documents Produced by; (MFE); Medtronic  
MEDQ - 06135 to MEDQ 06630  
Documents Produced by; (MFE); Medtronic  
MEDQ - 06631 to MEDQ 07085  
Documents Produced By Defendant; (MFE)  
1/30/04 - Document 7087  
2/25/04 Documents 7088-7203  
Trial Exhibits; (MFE)  
Medtronic  
Quicke  
Copy of Medtronic (Scanned Copy)  
Experts; (MFE)  
Mark Ashby  
Mark Berkman  
Michael D. Laufer (not used)  
Q. Todd Dickinson  
Randall K. Wolf  
Response of Mark Ashby to Dr. John TM Wright  
Q. Todd Dickinson Supplemental  
Berkman Review of Malackowski  
Ashby Comments - Comparison Reexam vs Wright  
Mark Berman Supplemental  
Experts for Defendants Medtronic; (MFE)  
John T.M. Wright  
Experts; (MFE)  
Documents Reviewed by Q. Todd Dickinson  
Expert Reports; (MFE)  
Hon. Gerald J. Messinghoff Rebuttal

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

Type	Component #	Sub	Component Title	Volume Title	Vol#	Date Range	Status	Box #	Box #
Q	0710	4	Expert Reports; (MFE)			P			
			James E. Malackowski Rebuttal						
			Dr. Michael D. Strong, III, M.D. Rebuttal						
			Dr. John T.M. Wright Rebuttal						
			Comparison of Berkman/Malackowski Analysis of Georgia-Pacific						
			Expert Report; (MFE)						
	0710	5		Chart - Wright's Expert report Compared to Medtronics Request for Re-Exam		P			
	0744	1	U.S. Patent; (MFE)						
			Colvin 6,066,160						
			Shepherd et al. 5,776,188						
			Preissman 5,540,698						
			Creager 5,601,770 (536,684) (Malligic attached 5,601,770)						
			D. Kaufman, et al. 3,125,095						
			W. Hirsch et al. 3,035,583						
			Samuels 3,976,079						
			Robinson 4,955,913						
			Certified Copy of Colvin '160 Patent						
			US Patent; (MFE)						
			Patents (Prior Art) Cited In Reexamination						
			US Patent Number; (MFE)						
			6,331,158 File Wrapper						
			US Patent Number; (MFE)						
			6,331,157 File Wrapper						
			US Patent Number; (MFE)						
			6,283,912 File Wrapper						
			US Patent Number; (MFE)						
			6,231,506 File Wrapper						
			Drafts; (MFE)						
			Draft Opposition to Medtronics Motion to Stay						
Q	0800	1				P			
			July 21, 2003 Letter to Court						
			2						

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

Client Matter #	034521	Client Name Foster, Robbie
	-988882	7. Reatomic, Inc.
Date Opened	7/9/2002	Billing Attorney Evens, Mark F.
Area of Law	IP - Patent Prosecution	
Office	Washington, D.C.	

Type	Component No	Suf	Component Title	Volume Title	Vol #	Date Range	Status	Box #
1Z	0820	3	Drafts; (MFE)				P	
1Z	0820	1	Opposition to Summary Judgment 11/03				P	
1Z	0820	2	Extra Copies; Defendant Expert Report of Dr. John T.M. Wright; (MFE)	Vol. 1			P	
1Z	0820	4	Copies of Defendants' Production MEDQ1049-3860 (BOX OF DOCS)				P	
1Z	0820	5	Extra Copies; (MFE)				P	
1Z	0820	6	Expert Reports Used In 11/03 Opposition				P	
1Z	0820	7	Extra Copies; (MFE)				P	
1Z	0820	8	Extra Copies Used In 11/03 Opposition				P	
1Z	0820	9	Deposition Transcripts Used In 11/03 Opposition				P	
1Z	0820	10	Extra Copies; (MFE)				P	
1Z	0820	11	Trademark Information				P	
1Z	0820	12	Extra Copies; (MFE)				P	
1Z	0820	13	Extra Copies of Expert Reports				P	
1Z	0820	14	Extra Copies; (MFE); Expert Reports				P	
1Z	0820	15	James Malakowski				P	
1Z	0820	16	Extra Copies; (MFE); Expert Reports				P	
1Z	0820	17	Mark Ashby				P	
1Z	0820	18	Mark Berkman				P	
1Z	0820	19	Extra Copies; (MFE); Expert Reports				P	
1Z	0820	20	Gerald Mossinghoff				P	
1Z	0820	21	Michael Strong				P	
1Z	0820	22	Todd Dickinson				P	
1Z	0820	23	Supplemental of Todd Dickinson				P	
1Z	0820	24	Extra Copies; (MFE)				P	
1Z	0820	25	Deposition Digests				P	
1Z	0820	26	Extra Copies; (MFE)				P	
1Z	0820	27	Deposition Digests (with Index)				P	

Client/Matter Component By Component No

10/4/2006	12:53:33PM		
Client	034571	Client Name	Quiccle, LLC
Ref#:	000000	Methodology	Medbrom, Inc.
Date Opened	7/9/2002	Billing Attorney	Evens, Mark F.
Area of Law	IP - Patent Prosecution		
Office	Washington, D.C.		

Type	Component #	Sub	Component Title	Volume Title	Date Range	Box #
					Status	BGS #
16	0820	14	Extra Copies; (MFE); Expert Reports	1	P	
6	0822	1	Randall Wolf	1	P	
			Extra Copies - Pleadings; (MFE)	1	P	
6	0822	2	Vol. 1	1	P	
			Extra Copies - Pleadings; (MFE)	1	P	
			Quickie, LLC v. Medtronic, Inc.	1	P	
			Extra Copies; (MFE)	1	P	
46	0822	3	Vol. 1	1	P	
20	0837	1	Reports; (MFE) Box 1 of 2	1	P	
			Thompson & Thompson Research Report	1	P	
21	0837	2	Reports; (MFE) Box 2 of 2	1	P	
			Thompson & Thompson Research Report	1	P	
			Witness Binders; (MFE) BOX 6	1	P	
18	9999	1	Mark Ashby	1	P	
			James Malackowski	2	P	
			Mark Berkman	3	P	
			Aubrey Galkovay	4	P	
			William O'Neill	5	P	
			Q. Todd Dickinson	6	P	
			Tom Armitage	7	P	
			Gerald Messinghoff	8	P	
			Troy Kester	9	P	
			Jill Hennesen	10	P	
			Tim Ryan	11	P	
			Don Lathan	12	P	
			Thomas Ehlinger	13	P	
47	9999	2	Witness Binders; (MFE) BOX 7	1	P	
			Allan Katz	2	P	
			Alan Fein	2	P	
			Eugene Grossi	3	P	

# Client/Matter Component By Component No

10/4/2006 12:53:39PM

<b>Client</b>	034521	<b>Client Name</b>	Quicke, LLC
<b>Number</b>	888882	<b>Practice Name</b>	V. Neophonic Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component No.	Suf	Component Title	Volume Title	Witness Binders; (MFE) BOX #	Vol#	Status	Box #	Date Range	Box #
9999	2		John Wright		P					
17	4		Jack Goodman		P					
	5		Plaintiff's Potential Trial Exhibit V. 4 of 4 (190-192)		P					
	6		Defendant Trial Exhibits Designation #1-69		P					
	7		Stephen Calvin		P					
	8		Michael Strong		P					
	9		Daniel Pelak		P					
	10		Randall Wolf		P					
	11		Box Of Non-Component Materials; (MFE)		P					
			Plaintiff's Trial Exhibits Vol. 1 of 3 Exhibits 1-50		P					
			Box Of Non-Component Materials; (MFE)		P					
			Plaintiff's Trial Exhibits Vol. 2 of 3 Exhibits 51-101		P					
			Plaintiff's Trial Exhibits Vol. 3 of 3 Exhibits 102-134		P					
			Box Of Non-Component Materials; (MFE) (Copy)		P					
			Plaintiff's Trial Exhibits Vol. 1 of 3 Exhibits 1-50		P					
			Box Of Non-Component Materials; (MFE) (Copy)		P					
			Plaintiff's Trial Exhibits Vol. 2 of 3 Exhibits 51-101		P					
			Plaintiff's Trial Exhibits Vol. 3 of 3 Exhibits 102-134		P					
			Box Of Non-Component Materials; (MFE)		P					
			Various Material on CD; Depositions of Eugene Gross on 7/23/03 Videos - 1-2; Dr. Randall K. Wolf on 8/20/03 Videos 1-3; Jack Goodman on 8/7/03 Videos 1-2; Daniel Pelak on 8/28/03 Videos 1-2; Alan Fell -- 7/29/03 Videos 1-2, CMS CD & CD Digital Audio 1a, 1b of 2, 2a, 2b of 2; Aubrey Galloway on 7/30/03 Videos 1-3, CD-OMS, CD Digital Audio 1a-1c, 1b-1c; John Wright on 8/27/03 Tapes 1-3, DVD Vols. 1-2; Stephen Calvin, 7/22/03 Videos 1-4, CD CMS, CD Digital Audio 1a, 1b, 2a, 2b, 3a, 3b, 4 of 4		P					

# Client/Matter Component By Component No

10/4/2006 12:53:33PM

<b>Client</b>	034521	<b>Client Name</b>	Quickie, LLC
<b>Matter</b>	088992	<b>Matter Name</b>	✓ Medtronic, Inc.
<b>Date Opened</b>	7/9/2002	<b>Billing Attorney</b>	Evans, Mark F.
<b>Area of Law</b>	IP - Patent Prosecution		
<b>Office</b>	Washington, D.C.		

Type	Component No	Suf	Component Title	Volume Title	Vol#	Type	Status	Date Range	Box #
36	9999	9	Box Of Non-Component Materials; (MFE)	Plaintiff's Exhibits (1-34)		P			
				Plaintiff's Exhibits (35-70)	1				
				Plaintiff's Exhibits (74-134)	2				
				Video Prep Tool	3				
					4	P			
>8	9999	14	Box Of Non-Component Materials; (MFE)	Exhibits to Declaration of Lara A. Johnson Vols. 1-4					
				Additional Color Brochures	1				
				Medtronic's Summary Judgment	2				
				Defendant's Reply to Oppose Summary Judgment	3				
				Quickie Trial Preparation - L. Johnson	4				
				Markman Hearing Transcripts 9/4/02	5				
				Our Opposition to Summary Judgment	6				
				Achieving Optics Marketing Info (folder)	7				
				Quickie/medtronic Meetings File	8				
				NYU "State of the Heart" Marketing Info (folder)	9				
				Achieving Optics Marketing Info (folder)	10				
				Court Litigation Pending Outcome of U.S. Patent and Trademark Office Reexamination of Proceedings; Exhibits to Declaration of L. A. Johnson, Vols. 1-4; Additional Copy, Pleadings Additional Copies; Affidavit of M. Evans In Support of Plaintiff Quickie, LLCs Opposition to Defendant Medtronic's Motion to Stay; Depositions 8/8/02; S. Holmes; D. Patnode; T. Fix (disk); Working Papers and Attorney Notes	11				
				Box Of Non-Component Materials; (MFE)	15	P			
				Declaration of E. A. Grossi, MD; Medtronic, Inc.'s notice of motion for Stay of District Court Litigation Pending Outcome of U.S. Patent and Trademark Office Reexamination of Proceedings; Exhibits to Declaration of L. A. Johnson, Vols. 1-4; Additional Copy, Pleadings Additional Copies; Affidavit of M. Evans In Support of Plaintiff Quickie, LLCs Opposition to Defendant Medtronic's Motion to Stay; Depositions 8/8/02; S. Holmes; D. Patnode; T. Fix (disk); Working Papers and Attorney Notes	16				
				Box Of Non-Component Materials; (MFE)	17				
				Law Review Articles (binder)					
				Cases Cited in Advance of Counsel defense Memo (binder)	1				
				Western Thoracic Surgical Association - Program book (29th Annual Meeting)	2				
				CTT; (9th Annual Meeting) Abstracts 2003	3				
				(Marks Copy) Defendants Designations	4				
				Defendant Trial Exhibit Designation	5				
				Case Search: Reasonable Royalty and "Rite - hite"	6				
					7				

# Client/Matter Component By Component No

10/4/2006

12:53:33PM

Client	██████████	034521	Client Name	Quickie, LLC
Matter	██████████	0000002	matter name	✓ - Medtronics Inc.
Date Opened	██████████	7/9/2002	Billing Attorney	Evans, Mark F.
Area of Law	██████████	IP - Patent Prosecution		
Office	██████████	Washington, D.C.		

Type	Component Nu	Suf	Component Title	Volume title	Vol#	Date Range:	Status	Box #
8	9999	17	Box Of Non-Component Materials; (MFE)		1	Exhibits to Declaration of Lara A. Johnson Vol. 1-4; Reply Memo in Support of Motion to Dismiss w/o Prejudice....; Responsive to Interrog. #24-27; All docs cited by Malackowski; Covin Trial Exhibits; Expert Reports of Dr. John Wright	P	
1	9999	18	Box Of Non-Component Materials; (MFE)		1	File History for U.S. Patent No. 6,066,160; Marketing & Sales Nos.; Typed Drawing; Patent Application; Report of Mark Ashby to Expert; Report of Dr. John T.M. Wright dtd 6/18/03; Wright Rebuttal of Ashby	P	
2	9999	19	Box Of Non-Component Materials; (MFE) Various Docs		1	Partnership Agmt - Empire Cardiothoracic Associates, LLP; Various copies of Pleadings; Various copies of Plaintiffs' Trial Exhibits; Declaration of Berkman; Various Malackowski docs	P	
3	9999	20	Box Of Non-Component Materials; (MFE) Various Docs		1	Various copies of Pleading; Reexamination of Patent; Copies of Patent;	P	

# Client/Matter Component By Component No

10/6/2006 1:39:08PM

Client	034521	Client Name	Quickle, LLC
Matter	000003	Matter Name	Re-exam of Patent
Date Opened	3/13/2003	Billing Attorney	Evens, Mark F.
Area of Law	IP - Patent General		
Office	Washington, D.C.		

Type	Component Nu	Suf	Component Title	Vol#	Status	Box #
3 0100	1	1	Correspondence; (MFE)	Feb. 2004 -		

P

**ATTACHMENT 4**

**Thelen Reid & Priest LLP**  
Attorneys At Law

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November 1, 2006

**VIA FEDERAL EXPRESS**

Mark Fox Evans, Esq.  
Sterne, Kessler, Goldstein & Fox PLLC  
1100 New York Avenue, NW  
Washington, DC 20005-3934

Re: **Quickie, LLC (Client No. 034521)**

**Transfer of Files:**

Matter 002 – Extra Copies of Pleadings and Calendars  
Matter 003 – Sub File Re-Exam of Patent  
Matter 003 – General Litigation Vols. 1 & 2  
Matter 003 – U.S. Patent Sub File Bucket  
Matter 015 – U.S. Patent Holding Bucket

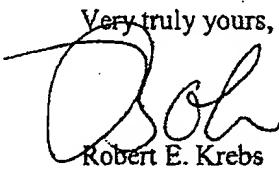
Dear Mark:

Accompanying this letter please find the files as referenced above. We understand that your office has assumed all responsibility for these matters. I do not think there are any materials here that you do not already have, but we are sending the files all the same. This transfer is being made pursuant to instructions from Aubrey C. Galloway, M.D.

Additionally, enclosed is an Acknowledgement of Receipt of Client Files. Please sign and return the Acknowledgment indicating receipt by your office of said files in the enclosed return envelope provided for your convenience.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Robert E. Krebs

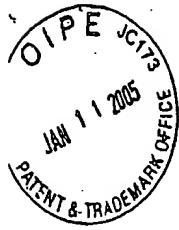
REK/zb/kar

Enclosures

SV #270658 v1

*RE-exam*

Docket Numbers 034521-003  
and 034521-015



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Reexamination Control

Number: 90/006,460  
Filed: November 25, 2002

Examiner: Woo, J.

Reexamination Control

Number: 90/007,085  
Filed: June 16, 2004

Art Unit: 3731

Patent in Reexamination: 6,066,160

For:  
PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING

AMENDMENT A

IN MERGED REEXAMINATION

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**CERTIFICATE OF MAILING**

I hereby certify that this paper is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450, on the date printed below:

Date: 1/6/2005

Name: Annette Valdivia  
Annette Valdivia

---

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This AMENDMENT A IN MERGED REEXAMINATION is submitted in response to a Decision Merging Reexamination Proceedings mailed December 9, 2004 (hereinafter, "the Decision"). In the Decision, the Director merged the two reexaminations identified above. The Director required the Patent Owner to submit a "housekeeping" amendment placing identical claims in both files. The purpose of this Amendment A is to satisfy the "housekeeping" requirement.

In Control Number 90/007,085 please amend the Claims as follows:

1. (amended) A suture securing apparatus comprising:

an apparatus body having an upper surface, a lower surface, a first internal surface, a second internal surface, an outer surface, and at least one aperture,

the aperture having length and a longitudinal axis extending from the upper surface to the lower surface, a latitudinal axis extending from the first internal surface to the second internal surface, and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, and a first latitudinal direction and a second latitudinal direction thereof each extends along latitudinal axis in opposite directions, the aperture including an integral locking means for engaging, and disengaging from, a suture threaded therethrough,

the locking means formed so as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and to oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the [aperture.] aperture,

wherein at least a portion of said locking means extends along the length of the aperture.

13. (amended) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) independently movable cam members, wherein the cam members include a movable cam member [disposed] captured in the middle portion of the aperture regardless of the orientation of the body and the presence of a suture in the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the

aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

19. (amended) The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

21. (amended) The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

32. (canceled)

33. (amended) A suture securing apparatus comprising:  
an apparatus body having a upper surface, a lower surface, an outer surface, and the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein, the first longitudinal direction of each aperture each being directed to the upper surface of the apparatus body,

wherein the first movable cam member and second movable cam member each moves independently to an unengaged position to facilitate the movement of a suture threaded

through the respective aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the respective aperture in the second longitudinal direction by compressing the suture between the engagement end of the respective movable cam member and the first surface of the middle portion of the respective aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the respective aperture;

wherein said cam members are captured in the first and second apertures respectively,  
regardless of the orientation of the body and the presence of a suture in the aperture; and

wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

35.- 44. (canceled)

45. (New) An apparatus according to Claim 1 wherein a second latitudinal axis further defines the aperture surface and is disposed orthogonal to the latitudinal axis, and said aperture forms a closed surface in the plane defined by the latitudinal axis and the second latitudinal axis.

46. (New) An apparatus according to Claim 1 wherein said aperture is constructed and arranged so that the suture is prevented from moving a substantial distance in a direction substantially orthogonal to the latitudinal axis.

47. (New) An apparatus according to Claim 1 wherein said first internal surface and  
said second internal surface are constructed and arranged so that when the suture is  
disengaged from said locking means the suture is engaged by said first internal surface.

48. (New) An apparatus according to Claim 1 wherein said second internal surface  
comprises and angulated surface and when the suture is in the apparatus the suture cannot  
move in the latitudinal direction beyond the first internal surface and the angulated  
surface.

49.-52. (canceled)

53. (New) An apparatus according to Claim 13 wherein said cam member includes a  
rounded portion and said cavity includes a rounded portion, and the rounded portion of  
said cam member cooperates with the rounded portion of said cavity.

54. (New) An apparatus according to Claim 13 wherein said cavity includes a  
retaining wall.

55. (New) An apparatus according to Claim 54 wherein said retaining wall is  
constructed and arranged to restrain the movement of said cam member.

56. (New) An apparatus according to Claim 13 wherein said cavity is constructed and arranged to allow said cam to move in a first longitudinal direction to disengage the suture and a second longitudinal direction to engage said suture.

57. (New) An apparatus according to Claim 13 wherein said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

58. (New) An apparatus according to Claim 57 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

59. (New) An apparatus according to Claim 33 wherein said first aperture comprises a first cavity and said first movable cam member is captured in said first cavity, and wherein said second aperture comprises a second cavity and said second movable cam member is captured in said second cavity.

60. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions.

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) each movable cam member captured in the middle portion of an aperture, regardless of the orientation of the body and the presence of a suture in the aperture, each cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in a first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in a

second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

61. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body,

wherein the middle portion has a first surface and second surface opposing each other and  
is wider than either of the upper portion and the lower portion and forms a cavity therein;  
and

(b) each movable cam member captured in the middle portion of an aperture, regardless  
of the orientation of the body and the presence of a suture in the aperture, each cam  
member having an engagement end and a rotation end, the rotation end being wider than  
the width of the upper portion of the aperture thereof and the width of the lower portion  
of the aperture thereof and disposed near the second surface, and the engagement end  
disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of  
a suture threaded through the aperture in a first longitudinal direction along the aperture  
and moves to an engaged position to engage the suture threaded through the aperture in a  
second longitudinal direction by compressing the suture between the engagement end of  
the cam member and the first surface of the middle portion of said aperture to oppose the  
movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the second  
longitudinal direction along the second aperture are both directed to the upper surface of  
the apparatus body.

REMARKS

This AMENDMENT A IN MERGED REEXAMINATION is submitted in response to a Decision Merging Reexamination Proceedings mailed December 9, 2004 (hereinafter, "the Decision"). In the Decision, the Director merged the two reexaminations identified above. The Director required the Patent Owner to submit a "housekeeping" amendment placing identical claims in both files. The purpose of this Amendment A is to satisfy the "housekeeping" requirement and to place identical claims in both files.

By this AMENDMENT A, in Reexamination Control Number 90/006,460 no amendments are made. By this AMENDMENT A, in Reexamination Control Number 90/007,085 a number of amendments are made to put the claims of Control Number 90/007,085 in the same condition as the claims of Control Number 90/006,460. After these amendments have been made, the claims in both reexaminations will be the same.

As required by 37 CFR 1.530(e) the Patent Owner hereby states in TABLE I below examples of where in the patent there is support for the amendatory material and new claims. Also, in TABLE I Patent Owner indicates the status of all claims as required by 37 CFR 1.530(e).

TABLE I

Claim	Status	Examples of Support in the Disclosure for Changes Made to the Claims
1	Pending	Figures 1 and 3
2	Pending	
3	Pending	

Docket Numbers 034521-003  
and 034521-015

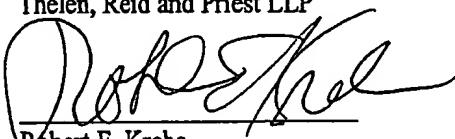
4	Pending	
5	Pending	
6	Pending	
7	Pending	
8	Pending	
9	Pending	
10	Pending	
11	Pending	
12	Pending	
13	Pending	Figures 5-8 and Column 11, lines 15-17
14	Pending	
15	Pending	
16	Pending	
17	Pending	
18	Pending	
19	Pending	Figures 5-8
20	Pending	
21	Pending	Figures 5-8
22	Pending	
23	Pending	
24	Pending	
25	Pending	
26	Pending	
27	Pending	
28	Pending	
29	Pending	
30	Pending	
31	Pending	
32	Canceled	
33	Pending	Figures 5-8 and Column 11, lines 15-17
34	Pending	
35	Canceled	
36	Canceled	
37	Canceled	
38	Canceled	
39	Canceled	
40	Canceled	
41	Canceled	
42	Canceled	
43	Canceled	
44	Canceled	
45	Pending	Figures 5-8
46	Pending	Figures 1-3
47	Pending	Figures 1-3

48	Pending	Figures 1-3
49	Canceled	
50	Canceled	
51	Canceled	
52	Canceled	
53	Pending	Figures 5-8 and Column 11, lines 5-22
54	Pending	Figures 5-8 and Column 11, lines 53-55
55	Pending	Figures 5-8 and Column 11, lines 53-55
56	Pending	Figures 5-8 and Column 11, lines 28-55
57	Pending	Figures 5-8 and Column 11, lines 53-55
58	Pending	Figures 5-8 and Column 11, lines 53-55
59	Pending	Figures 5-8 and Column 11, lines 5-22
60	Pending	Figures 5-8 and Column 11, lines 15-17
61	Pending	Figures 5-8 and Column 11, lines 15-17

In view of the amendments and remarks herein the Patentees respectfully request  
the Examiner to issue a reexamination certificate.

Please charge any additional required fee or credit any overpayment not otherwise  
paid or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

  
Robert E. Krebs  
Reg. no. 25,885

Dated: Jan 6, 2005

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**Certificate of Service on Reexamination Requester**

I hereby certify that a true and correct copy of the following document:

**AMENDMENT A IN MERGED REEXAMINATION**

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# TRANSMITTAL FORM

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Total Number of Pages in This Submission

Control Numbers	90/006,460; Filing Date: 11/25/2002
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Patent in Reexamination:	6,068160
Art Unit	3731
Examiner Name	Woo, J.
Total Number of Pages in This Submission	Attorney Docket Number 034521-003 and 034521-015

## ENCLOSURES (check all that apply)

<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment / Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
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<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	Amendment A In Merged Reexamination; Postcard
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application		
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		
<input type="checkbox"/> Remarks		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm	Thelen Reid & Priest LLP		
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Printed Name	Robert E. Krebs		
Date	1/6/2005	Reg. No.	25,885

## CERTIFICATE OF TRANSMISSION/MAILING

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This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 12 minutes to complete, including the gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Reexamination Control

Number: 90/006,460  
Filed: November 25, 2002 Examiner: Woo, J.

Reexamination Control

Number: 90/007,085  
Filed: June 16, 2004 Art Unit: 3731

Patent in Reexamination: 6,066,160

For: PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING

AMENDMENT B -

IN MERGED REEXAMINATION

---

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Date: 6/17/05

Name: Annette Valdivia

Annette Valdivia

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This AMENDMENT B IN MERGED REEXAMINATION is submitted in response to an Office Action mailed April 18, 2005.

In Control Number 90/006,460 please amend the Claims as follows:

1. (twice amended): A suture securing apparatus comprising:

an apparatus body having an upper surface, a lower surface, a first internal surface, a second internal surface, an outer surface, and at least one aperture,

the aperture having length and a longitudinal axis extending from the upper surface to the lower surface, a latitudinal axis extending from the first internal surface to the second internal surface, and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, and a first latitudinal direction and a second latitudinal direction thereof each extends along latitudinal axis in opposite directions, the aperture including an integral locking means for engaging, and disengaging from, a suture threaded therethrough,

the locking means formed so as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and to oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the [aperture.] aperture.

wherein at least a portion of said locking means extends along the entire length of the aperture.

13. (twice amended): A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) independently movable cam members, wherein the cam members include a movable cam member [disposed in] with the middle portion of the aperture capturing the cam member regardless of the orientation of the body and the presence of a suture in the aperture, the cam member having an engagement end and a rotation end, the rotation end

being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

14. (amended): The suture securing apparatus according to claim 13, wherein the first surface of the middle portion of said aperture comprises at least one ridge, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

15. (amended): The suture securing apparatus according to claim 13, wherein the first surface of the middle portion of said aperture comprises a plurality of ridges, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

16. (amended): The suture securing apparatus according to claim 14 [13], wherein each ridge is formed from an elastic material.

17. (amended): The suture securing apparatus according to claim 14 [13], wherein each ridge is formed from a rigid material.

26. (amended): The securable medical device according to claim 25 [23], wherein the medical prosthesis device is a sewing ring implant shaped and sized for attachment to the inner surface of a native annulus, the sewing ring implant having a plurality of suture securing apparatuses distributed around the circumference of the sewing ring implant.

32. (canceled)

35.- 44. (canceled)

45. (New) An apparatus according to Claim 1 wherein a second latitudinal axis further defines the aperture surface and is disposed orthogonal to the latitudinal axis, and said aperture forms a closed surface in the plane defined by the latitudinal axis and the second latitudinal axis.

46. (New) An apparatus according to Claim 1 wherein said aperture is constructed and arranged so that the suture is prevented from moving a substantial distance in a direction substantially orthogonal to the latitudinal axis.

47. (New) An apparatus according to Claim 1 wherein said first internal surface and said second internal surface are constructed and arranged so that when the suture is disengaged from said locking means the suture is engaged by said first internal surface.

48. (New) An apparatus according to Claim 1 wherein said second internal surface comprises an angulated surface and when the suture is in the apparatus the suture cannot move in the latitudinal direction beyond the first internal surface and the angulated surface.

49.-52. (canceled)

53. (New) An apparatus according to Claim 13 wherein said cam member includes a rounded portion and said cavity includes a rounded portion, and the rounded portion of said cam member cooperates with the rounded portion of said cavity.

54. (New) An apparatus according to Claim 13 wherein said cavity includes a retaining wall.

55. (New) An apparatus according to Claim 54 wherein said retaining wall is constructed and arranged to restrain the movement of said cam member.

56. (New) An apparatus according to Claim 13 wherein said cavity is constructed and arranged to allow said cam to move in a first longitudinal direction to disengage the suture and a second longitudinal direction to engage said suture.

57. (New) An apparatus according to Claim 13 wherein said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

58. (New) An apparatus according to Claim 57 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

59. (New) An apparatus according to Claim 33 wherein said first aperture comprises a first cavity and said first movable cam member is captured in said first cavity, and wherein said second aperture comprises a second cavity and said second movable cam member is captured in said second cavity.

60. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) each movable cam member captured in the middle portion of an aperture, regardless of the orientation of the body and the presence of a suture in the aperture, each cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in a first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in a

second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

61. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions.

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body,

wherein the middle portion has a first surface and second surface opposing each other and  
is wider than either of the upper portion and the lower portion and forms a cavity therein;  
and

(b) each movable cam member captured in the middle portion of an aperture, regardless  
of the orientation of the body and the presence of a suture in the aperture, each cam  
member having an engagement end and a rotation end, the rotation end being wider than  
the width of the upper portion of the aperture thereof and the width of the lower portion  
of the aperture thereof and disposed near the second surface, and the engagement end  
disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of  
a suture threaded through the aperture in a first longitudinal direction along the aperture  
and moves to an engaged position to engage the suture threaded through the aperture in a  
second longitudinal direction by compressing the suture between the engagement end of  
the cam member and the first surface of the middle portion of said aperture to oppose the  
movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the second  
longitudinal direction along the second aperture are both directed to the upper surface of  
the apparatus body.

62. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions;

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein;

(b) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture

and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture;

(c) wherein the apparatus body includes a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein;

(d) wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

(e) wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in a second longitudinal direction along the second aperture; and,

(f) wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

63. (New) The suture securing apparatus according to claim 62, wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

REMARKS

Status of Litigation

In Paragraph 1 of the Office Action the Examiner reminded the patent owner of "the continuing responsibility under 37 CFR 1.565(a), to apprise the Office of any litigation activity, or other prior or concurrent proceeding, involving Patent No. 6,066,160 throughout the course of this reexamination proceeding." As the Patentee has previously indicated, the patent which is the subject of this reexamination, 6,066,160, was the basis of an infringement suit, Quickie, LLC vs. Medtronic, Inc., filed in the United States District Court for the Southern District of New York, Civil Action No. 02 CV 1157 (GEL). The litigation has been dismissed without prejudice.

Claim Rejections - 35 USC § 112

In paragraph 3 of the Office Action the Examiner rejected Claims 14-17 and 26 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Examiner stated, "With respect to claim's 14 and 15, 'the middle aperture' lacks antecedent basis." In response to this rejection the Patentees have amended Claims 14 and 15 to read "middle portion of said aperture."

The Examiner stated, "With respect to claims 16 and 17, 'each ridge' lacks antecedent basis." In response to this rejection the Patentees have amended Claims 16 and 17 to depend from Claim 14 rather than Claim 13.

The Examiner stated, "With respect to claim 26, 'The securable medical device' and 'the medical prosthesis device' lack antecedent bases." In response to this rejection the Patentees have amended Claim 26 to depend from Claim 25 rather than Claim 23.

Patentees' amendments are believed to overcome the rejections.

Claim Rejections - 35 USC § 102

Claims 1-12, 34, and 45-48 are not anticipated

In paragraph 5 of the Office Action the Examiner rejected Claims 1-12, 34, and 45-48 under 35 U.S.C. 102(b) as being anticipated by Emery (3,988,810). The Examiner stated:

Emery discloses, in the figures, a suture securing apparatus comprising an apparatus body having an upper surface (e.g., at 26), a lower surface (23); a round, first internal surface (at 25); an angulated, second internal surface (at 24) at an acute angular narrowing (with respect to the axis running along the suture shown in figure 3 or 7), an outer surface (27 or 28), first and second apertures that are mirror images of each other (see fig. 7), and an integral locking means comprising at least one ridge (30 or 41), where each aperture has longitudinal and latitudinal axes (located along and/or between the first and second internal surfaces) facilitating longitudinal and latitudinal directions for a suture (T), where each aperture has a length, where at least a portion of the locking means extends along the length of an aperture (rather than the entire length of an aperture), where each ridge is formed of a rigid, biocompatible NYLON material (see col. 1, lines 19-23, for its use in wearing apparel, and col. 3, lines 9-11) and has a rounded surface farthest from the aperture surface (see figures 3 and 4), where each ridge is formed at an angle greater than about 30 deg. or at an angle of about 45 deg. (see col. 2, lines 9-15). (Underlining added, and italics in original)

The Patentees will focus on the underlined portion of the Examiner's statement.

The Examiner is stating the Emery discloses Patentees' claimed device, "where at least a portion of the locking means extends along the length of an aperture (rather than the

*entire length of an aperture).*" The Examiner has emphasized the word "entire" thereby apparently indicating that Emery's locking means does not extend the entire length of his aperture. Patentees have amended Claim 1 to recite "wherein at least a portion of said locking means extends along the entire length of the aperture." Therefore Patentees believe that their Claim 1 is clearly distinguished over the Emery reference.

Claims 2-12, 34, and 45-48 are all dependent from Claim 1 and therefore Claims 2-12, 34, and 45-48 are not anticipated for at least the same reasons as Claim 1 is not anticipated.

Claims 13, 18-21, 53-59, and 61 are not anticipated

In paragraph 6 of the Office Action the Examiner rejected Claims 13, 18-21, 53-59, and 61 under 35 U.S.C. 102(b) as being anticipated by Richardson (1,243,105). The Examiner stated:

Richardson discloses, in the figures 2-4 and 6, a suture securing apparatus with an apparatus body having an upper surface (left side of the body as viewed in fig. 6), a lower surface (right side of the body as viewed in fig. 6), an outer surface (e.g., at 18), first and second apertures (a) each with a longitudinal axis and upper, middle and lower portions as claimed; and independently movable, serrated cam members (10a) captured in the middle portion of the aperture regardless of the orientation of the body and the presence of a suture in the aperture; where each cam member has an engagement end and a rotation end (at 12) or rounded portion, the rotation end being wider than the widths of the upper and lower portions of the aperture; where a cavity of an aperture has a rounded portion (13) cooperating with the rounded portion of the cam member and includes a retaining wall (to the left or right of 13 as viewed in fig. 2); where each cam member moves to an unengaged position (with a suture) in a first longitudinal direction and an engaged position in a second longitudinal direction; and where the first and second apertures and the first and second cam members are mirror images of each other.

The Patentees respectfully disagree with the Examiner's rejections and will discuss their position below separately with regard to Claim 13, Claims 18-21, Claims 53-58, Claim 59 and Claim 61.

Claim 13 is not anticipated by Richardson

Claim 13 as amended is not anticipated by Richardson as the Examiner asserts. The Patentees have amended Claim 13 to recite a cam member, "with the middle portion of the aperture capturing the cam member regardless of the orientation of the body and the presence of a suture in the aperture . . ." In contrast to this claim language it should be understood that Richardson's dogs 10<sup>a</sup> are secured to his device by pins 11<sup>a</sup> as can be plainly seen in Figures 2 and 6. Furthermore, Richardson states, "Said dog is pivotally mounted on a pin 11 . . ." (Page 1, lines 103-4). On the other hand, in Patentee's device Patentees' cam members 92 are captured by Patentees' aperture as can be seen in Figures 5-7. This capturing feature is explained e.g. at Column 11, lines 5-22. Patentees' cam members are not affixed by pins.

Claims 18-21 and 53-58 are not anticipated by Richardson

Patentees' claims 18-21 and 53-58 are not anticipated by Richardson because they are all dependent, either directly or indirectly, from Claim 13, and as explained above, Claim 13 as amended is not anticipated by Richardson.

Claim 59 is not anticipated by Richardson

Claim 59 does not depend from Claim 13. However, Claim 59 depends from Claim 33, and Claim 33 recites that the first and second apertures and the first and second cam members are mirror images of each other. Regarding this feature of the claim, the

Examiner argued that in Richardson, "the first and second apertures and the first and second cam members are mirror images of each other." However, the Patentees respectfully disagree. In fact Richardson's dogs 11<sup>a</sup> are not mirror images of each other at all, and Attachment A is a sketch illustrating this. As a first example, using Richardson's Figure 6, if one were to imagine a mirror plane M located equidistant between cam members 92, as in Figure B, then the resulting mirroring would be a device as shown in Figure C, which of course is not Richardson's device. Similarly, as a second example, if one were to imagine a mirror plane M located equidistant between cam members 92 and rotated 45 degrees, as in Figure D, then the resulting mirroring would be a device as shown in Figure E, which of course is not Richardson's device. Thus, it is clear that if one attempts to define an appropriate mirror plane in Richardson's Figure 6, one recognizes that no such mirror plane exists.

Claim 61 is not anticipated by Richardson

Claim 61 as amended is not anticipated by Richardson as the Examiner asserts. The Patentees have amended Claim 61 to recite that the cam members are captured by the middle portions of the apertures. Accordingly, just as discussed above with regard to Claim 13, Patentees' Claim 61 is not anticipated by Richardson.

Claim Rejections - 35 USC § 103

Claims 14-17, and 22 are not obvious

In paragraph 8 of the Office Action the Examiner rejected Claims 14-17, and 22 under 35 U.S.C. 103(a) as being unpatentable over Richardson (1,243,105) in view of

Plante (5,070,805). The Examiner stated, "Richardson discloses the invention substantially as claimed, where the invention can be 'used in various ways' as chosen by a user." However, the Patentees respectfully disagree. Claims 14-17 and 22 all depend from Claim 13, and as discussed above Claim 13 as amended is entirely different from Richardson. For example, Claim 13 recites that the cam member is captured by the middle portion of the aperture. Accordingly, even if Richardson were combined with Plante as the Examiner proposes, the resulting combination would not meet Patentees' claims. Therefore Claims 14-17 and 22 are not obvious.

Claims 24, 25, and 27 are not obvious

In paragraph 9 of the Office Action the Examiner rejected Claims 24, 25, and 27 under 35 U.S.C. 103(a) as being unpatentable over Emery (3,988,810) in view of Samuels et al. (3,976,079). The Examiner stated,

Emery discloses the invention substantially as claimed, but does not disclose a medical prosthesis device in physical contact or engagement or integrally formed with the suture securing apparatus. Samuels et al. teach, in figures 3 and 9, a suture securing apparatus (34) for temporary, physical contact or engagement or integral formation with a medical prosthesis device (40). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the apparatus of Emery with the medical prosthesis device of Samuels et al. The apparatus of Emery would conveniently allow quick suture securement to the prosthesis device (and quick release of the suture from prosthesis device) with the advantage of a one-piece design, where there are no additional parts to operate or lose as in the device of Samuels et al.

The Patentees respectfully disagree. The Examiner is incorrect in stating that, "Emery discloses the invention substantially as claimed . . ." Claims 24, 25 and 27 are dependent from Claim 2, which in turn is dependent from Claim 1. As explained above,

Claim 1 as amended is clearly different from Emery; for example, as stated in Claim 1 at least a portion of said locking means extends along the entire length of the aperture. Therefore even if one were to combine Emery with Samuels, the resulting combination would not meet the claimed limitations of Claims 24, 25 and 27.

Claims 28, 29, and 31 are not obvious

In paragraph 10 of the Office Action the Examiner rejected Claims 28, 29, and 31 under 35 U.S.C. 103(a) as being unpatentable over Richardson (1,243,105) in view of Samuels et al. (3,976,079). The Examiner stated,

Richardson discloses the invention substantially as claimed, where the invention can be "used in various ways" as chosen by a user. Moreover, Richardson discloses that "further or others uses and modifications of the device in detailed construction or otherwise will suggest themselves to the skilled mechanic, and the invention may be changed or modified in details or design." However, Richardson does not disclose that the apparatus contacts or engages a medical prosthesis device. Samuels et al. teach, in figures 3 and 9, a suture securing apparatus (34) for temporary, physical contact or engagement or integral formation with a medical prosthesis device (40). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the apparatus of Richardson with the medical prosthesis device of Samuels et al. The apparatus of Richardson would conveniently allow quick suture securement to the prosthesis device (and quick release of the suture from prosthesis device) with the advantage that the Richardson apparatus does not have additional small parts that can be lost during use as in the device of Samuels et al.

The Patentees respectfully disagree. The Examiner stated, "Richardson discloses the invention substantially as claimed . . ." However, this is incorrect. Patentees' Claims 28, 29, and 31 all depend indirectly from Claim 1, and Claim 1 as amended is clearly different from Richardson. For example, as stated in Claim 1 at least a portion of the locking means extends along the entire length of the aperture. In contrast, in

Richardson there is no locking means which extends the entire length of an aperture.

Therefore even if one were to combine Richardson with Samuels, the resulting combination would not meet the claimed limitations of Claims 28, 29, and 31.

Claims 33, 59, and 60 are not obvious

In paragraph 11 of the Office Action the Examiner rejected Claims 33, 59, and 60 under 35 U.S.C. 103(a) as being unpatentable over Creager (536,684). The Examiner stated,

Creager discloses the invention substantially as claimed, in the figures, a suture securing apparatus with an apparatus body (A), first and second apertures (F) each with a longitudinal axis and a cavity (J), and first and second movable cam members (B) captured in the apertures regardless of the presence of a sutures in the body; where the first and second apertures and the first and second cam members are mirror images of each other. Creager also discloses that the apparatus can be oriented on a wall or a ceiling. However, Creager does not specifically disclose that the cam members are captured in the apertures regardless of the orientation of the body and the presence of a suture in the aperture. Nevertheless, Creager discloses that the body of the device has three through-holes for joining the body to fasteners and a cover (e.g., a ceiling or wall) for the apertures and the captured cam members. Thus, it would have been obvious to one having ordinary skill in the art at the time the invention was made to join Creager's device to a cover that would allow the body to be oriented in any direction, besides a horizontal orientation (as on a ceiling) or vertical orientation (as on a wall). Such a cover, like a ceiling or wall, would allow the cam members to remain captured in the apertures of the body and allow the securement or gripping of wires or sutures at any desired location and orientation.

The Patentees respectfully disagree. Initially Patentees focus on the Examiner's statement, "Nevertheless, Creager discloses that the body of the device has three through-holes for joining the body to fasteners and a cover (e.g., a ceiling or wall) for the apertures and the captured cam members." This statement is incorrect in at least two

respects. First, Creager does not refer to a "cover", and second, Creager does not disclose "captured cam members."

The Examiner asserts that since Creager can be attached to a ceiling or a wall, it would have been obvious, "to join Creager's device to a cover that would allow the body to be oriented in any direction." This defies logic. First of all, Creager never teaches or suggests using a cover with his device. Moreover, what possible motivation would someone have to put a cover on the Creager device to keep the dogs from falling out if the wall or ceiling already performs that function? Furthermore, there is no teaching or suggestion in Creager that his device is intended to be used except against a wall or ceiling, so a cover would not be necessary. The purpose of Creager is to keep wires taut against a ceiling or wall. (Lines 48-59.) It is inconceivable how Creager would operate if used in some location other than against a ceiling or wall. Accordingly, Patentees' claims are not obvious in view of Creager as the Examiner asserts.

#### New Claims 62 and 63

New Claims 62 and 63 are similar to Claims 19 and 20. However, unlike Claims 19 and 20 new Claims 62 and 63 are not dependent from Claim 13. The Patentees will explain why their new Claims 62 and 63 are patentable over the art. Claim 62 is similar to Claim 19 including the limitations of Claim 13 prior to the present amendment of Claim 13. Clause f) of Claim 62 states, "wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body." The significance of this clause can best be understood in light of clauses d) and e) which provide that the first and second

movable cam members move to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture, and they move to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction. This is illustrated in Attachment B wherein Figure 7 of the '160 patent is reproduced and labels are added to show the first and second longitudinal directions.

As further illustrated in Attachment B, Richardson's Figure 6 is reproduced and the "engaging" direction indicated. In Figure A Richardson's device is rotated relative to the orientation shown in the patent, and in Figure B the drawing has been rotated and flipped vertically so that it is oriented more comparably to Figure 7 of the '160 patent. It can be seen that although the "engaging" direction is the same for the rope on the right and the suture on the right in the '160 device, the "engaging" direction for the rope on the left is opposite the direction of the comparable suture in Figure 7.

Attachment C compares the device of the '160 patent with the Plante device (US patent 5,070,805), and in Figures C and D the "resisting motion" directions of the Plant device are shown. In Plant rope 43 resists motion or force applied in the direction of arrows 46 and 47. (Col. 4, lines 58-64). That is, arrows 46 and 47 represent the "resisting motion" directions. In Figure C Plante's device is oriented as shown in the patent, and in Figure D the drawing has been flipped vertically so that it is oriented more comparably to Figure 7 of the '160 patent. It can be seen that although the "resisting motion" direction is the same for the rope on the right as the 'engaging" direction for the suture on the right in the '160 device, the "resisting motion" direction for the rope on the left is opposite the "engaging" direction of the comparable suture in Figure 7.

MPEP §2250 and 37 CFR 1.530(e)

As required by MPEP §2250 the Patentees point out what has been changed in their new claims, which are Claims 35-63. As compared to the previous version of the new Claims the only change is that new Claims 62 and 63 have been added.

As required by 37 CFR 1.530(e) the Patent Owner hereby states in TABLE I below examples of where in the patent there is support for the amendatory material and new claims. Also, in TABLE I Patent Owner indicates the status of all claims as required by 37 CFR 1.530(e).

TABLE I

Claim	Status	Examples of Support in the Disclosure for Changes Made to the Claims
1	Pending	Figures 1-3
2	Pending	
3	Pending	
4	Pending	
5	Pending	
6	Pending	
7	Pending	
8	Pending	
9	Pending	
10	Pending	
11	Pending	
12	Pending	
13	Pending	Figures 5-8 and Column 11, lines 15-17
14	Pending	Figures 1-3
15	Pending	Figures 1-3
16	Pending	Column 9, line 7
17	Pending	Column 9, line 5
18	Pending	
19	Pending	Figures 5-8
20	Pending	
21	Pending	Figures 5-8
22	Pending	
23	Pending	

24	Pending	
25	Pending	
26	Pending	Column 9, line 65
27	Pending	
28	Pending	
29	Pending	
30	Pending	
31	Pending	
32	Canceled	
33	Pending	Figures 5-8 and Column 11, lines 15-17
34	Pending	
35	Canceled	
36	Canceled	
37	Canceled	
38	Canceled	
39	Canceled	
40	Canceled	
41	Canceled	
42	Canceled	
43	Canceled	
44	Canceled	
45	Pending	Figures 5-8
46	Pending	Figures 1-3
47	Pending	Figures 1-3
48	Pending	Figures 1-3
49	Canceled	
50	Canceled	
51	Canceled	
52	Canceled	
53	Pending	Figures 5-8 and Column 11, lines 5-22
54	Pending	Figures 5-8 and Column 11, lines 53-55
55	Pending	Figures 5-8 and Column 11, lines 53-55
56	Pending	Figures 5-8 and Column 11, lines 28-55
57	Pending	Figures 5-8 and Column 11, lines 53-55
58	Pending	Figures 5-8 and Column 11, lines 53-55
59	Pending	Figures 5-8 and Column 11, lines 5-22
60	Pending	Figures 5-8 and Column 11, lines 15-17
61	Pending	Figures 5-8 and Column 11, lines 15-17
62	Pending	Figures 5-8
63	Pending	Figures 5-8

In view of the amendments and remarks herein the Patentees respectfully request  
the Examiner to issue a reexamination certificate.

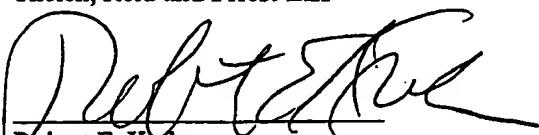
Please charge any additional required fee or credit any overpayment not otherwise paid or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

Dated:

June 17, 2005

Robert E. Krebs  
Reg. no. 25,885



Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose CA 95113-0640  
Tel: 408.292.5800  
Fax: 408.287.8040

**DUPLICATE**

Docket Numbers 034521-003  
And 034521-015

Please charge any additional required fee or credit any overpayment not otherwise.



Said or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

A handwritten signature in black ink that appears to read "Robert E. Krebs".

Robert E. Krebs  
Reg. no. 25,885

Dated:

A handwritten date "June 17, 2005" written below the signature.

Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose CA 95113-0640  
Tel: 408.292.5800  
Fax: 408.287.8040

**DUPLICATE**



# ATTACHMENT A

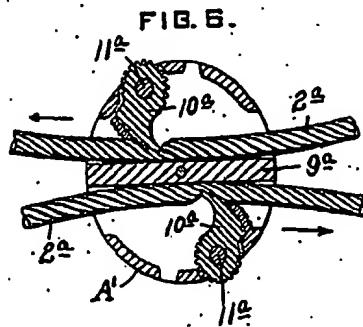


Fig. A

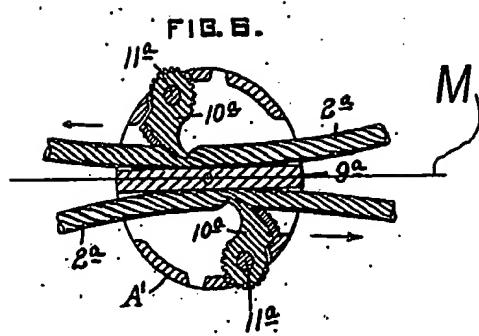


Fig. B

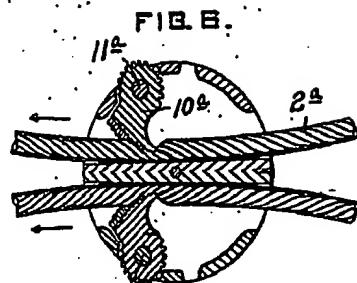


Fig. C

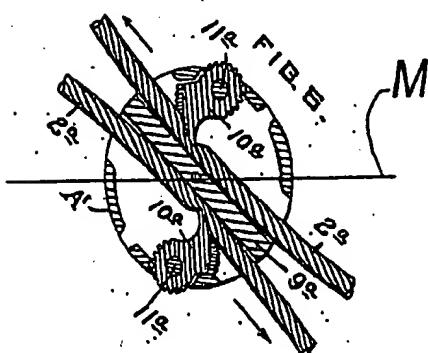


Fig. D

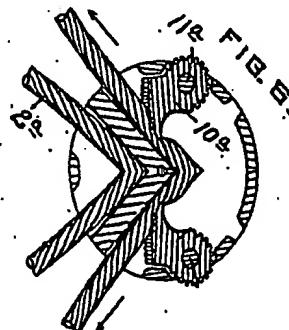


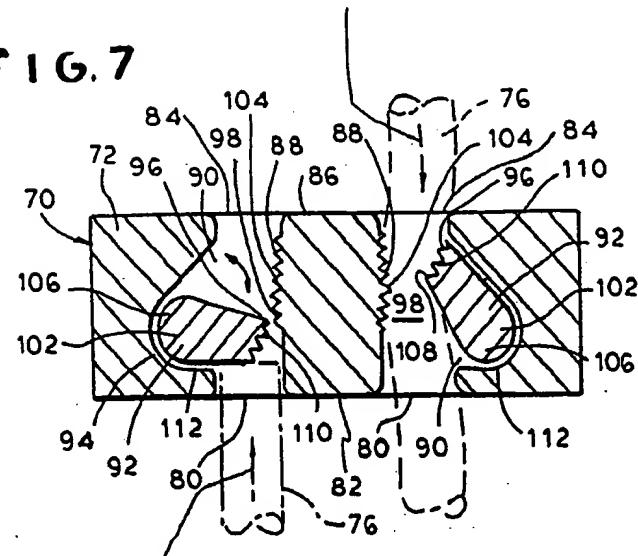
Fig. E



# ATTACHMENT B

Second longitudinal direction (engaging)

FIG. 7



First longitudinal direction  
(disengaging)

Engaging

Engaging

Engaging

Engaging

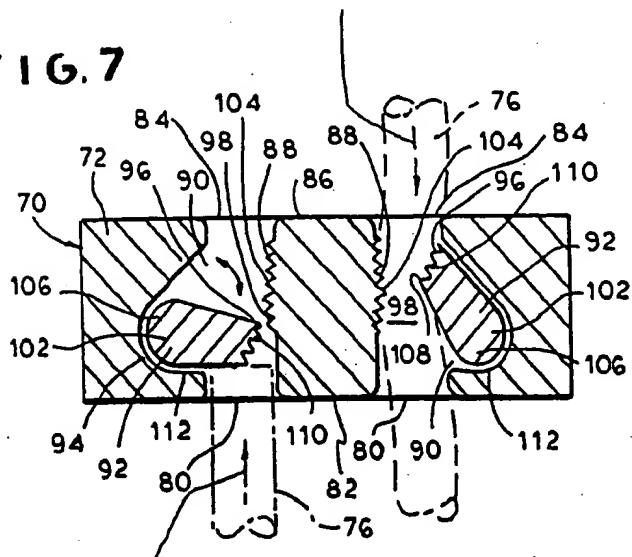
Fig. A

Fig. B

## **ATTACHMENT C**

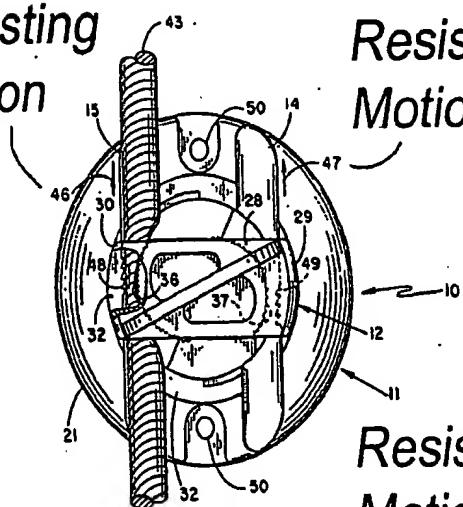
## *Second longitudinal direction (engaging)*

**FIG. 7**

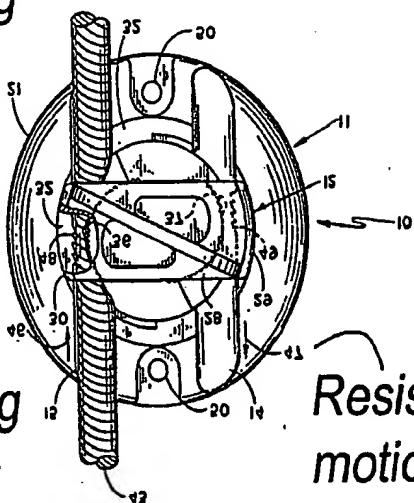


## *First longitudinal direction (disengaging)*

## *Resisting Motion*



# *Resisting Motion*



## *Resisting Motion*

## *Resisting motion*

*Fig. C*

*Fig. D*

Certificate of Service on Reexamination Requester

I hereby certify that a true and correct copy of the following document:

AMENDMENT B - IN MERGED REEXAMINATION

is being deposited with the United States Postal Service as First Class Mail in envelopes  
addressed to:

Sue Halverson  
Medtronic, Inc.  
7601 Northland Drive  
Brooklyn Park, MN 55428

Lawrence T. Cullen, Esq.  
McDermott, Will & Emery  
600 13<sup>th</sup> Street, N.W.  
Washington DC 20005-3096

on the date shown below:

Date: 6/17/05

Name: Annette Valdivia  
Annette Valdivia

**Interview Summary**

Application No.	90/006,460 & 90/007085	Applicant(s)	6066160
Examiner	Julian W. Woo	Art Unit	
		3731	

All participants (applicant, applicant's representative, PTO personnel):

- (1) Julian W. Woo. (3) Stephen B. Colvin, M.D..  
(2) Robert Krebs. (4) \_\_\_\_\_.

Date of Interview: 21 & 22 June 2005.

Type: a) Telephonic b) Video Conference  
c) Personal [copy given to: 1) applicant 2) applicant's representative]

Exhibit shown or demonstration conducted: d) Yes e) No.

If Yes, brief description: Models of the device of U.S. Pat. No. 536,684 were shown.

Claim(s) discussed: 13,33, and 60-62.

Identification of prior art discussed: U.S. Patent Nos. 536,684 and 1,243,105.

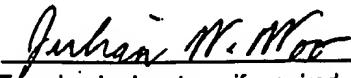
Agreement with respect to the claims f) was reached. g) was not reached. h) N/A.

Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: See Continuation Sheet.

(A fuller description, if necessary, and a copy of the amendments which the examiner agreed would render the claims allowable, if available, must be attached. Also, where no copy of the amendments that would render the claims allowable is available, a summary thereof must be attached.)

THE FORMAL WRITTEN REPLY TO THE LAST OFFICE ACTION MUST INCLUDE THE SUBSTANCE OF THE INTERVIEW. (See MPEP Section 713.04). If a reply to the last Office action has already been filed, APPLICANT IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE, OR THE MAILING DATE OF THIS INTERVIEW SUMMARY FORM, WHICHEVER IS LATER, TO FILE A STATEMENT OF THE SUBSTANCE OF THE INTERVIEW. See Summary of Record of Interview requirements on reverse side or on attached sheet.

Examiner Note: You must sign this form unless it is an Attachment to a signed Office action.

  
Examiner's signature, if required

## Summary of Record of Interview Requirements

**Manual of Patent Examining Procedure (MPEP), Section 713.04, Substance of Interview Must be Made of Record**

A complete written statement as to the substance of any face-to-face, video conference, or telephone interview with regard to an application must be made of record in the application whether or not an agreement with the examiner was reached at the interview.

### Title 37 Code of Federal Regulations (CFR) § 1.133 Interviews

#### Paragraph (b)

In every instance where reconsideration is requested in view of an interview with an examiner, a complete written statement of the reasons presented at the interview as warranting favorable action must be filed by the applicant. An interview does not remove the necessity for reply to Office action as specified in §§ 1.111, 1.135. (35 U.S.C. 132)

#### 37 CFR §1.2 Business to be transacted in writing.

All business with the Patent or Trademark Office should be transacted in writing. The personal attendance of applicants or their attorneys or agents at the Patent and Trademark Office is unnecessary. The action of the Patent and Trademark Office will be based exclusively on the written record in the Office. No attention will be paid to any alleged oral promise, stipulation, or understanding in relation to which there is disagreement or doubt.

The action of the Patent and Trademark Office cannot be based exclusively on the written record in the Office if that record is itself incomplete through the failure to record the substance of interviews.

It is the responsibility of the applicant or the attorney or agent to make the substance of an interview of record in the application file, unless the examiner indicates he or she will do so. It is the examiner's responsibility to see that such a record is made and to correct material inaccuracies which bear directly on the question of patentability.

Examiners must complete an Interview Summary Form for each interview held where a matter of substance has been discussed during the interview by checking the appropriate boxes and filling in the blanks. Discussions regarding only procedural matters, directed solely to restriction requirements for which interview recordation is otherwise provided for in Section 812.01 of the Manual of Patent Examining Procedure, or pointing out typographical errors or unreadable script in Office actions or the like, are excluded from the interview recordation procedures below. Where the substance of an interview is completely recorded in an Examiners Amendment, no separate Interview Summary Record is required.

The Interview Summary Form shall be given an appropriate Paper No., placed in the right hand portion of the file, and listed on the "Contents" section of the file wrapper. In a personal interview, a duplicate of the Form is given to the applicant (or attorney or agent) at the conclusion of the interview. In the case of a telephone or video-conference interview, the copy is mailed to the applicant's correspondence address either with or prior to the next official communication. If additional correspondence from the examiner is not likely before an allowance or if other circumstances dictate, the Form should be mailed promptly after the interview rather than with the next official communication.

The Form provides for recordation of the following information:

- Application Number (Series Code and Serial Number)
- Name of applicant
- Name of examiner
- Date of interview
- Type of interview (telephonic, video-conference, or personal)
- Name of participant(s) (applicant, attorney or agent, examiner, other PTO personnel, etc.)
- An indication whether or not an exhibit was shown or a demonstration conducted
- An identification of the specific prior art discussed
- An indication whether an agreement was reached and if so, a description of the general nature of the agreement (may be by attachment of a copy of amendments or claims agreed as being allowable). Note: Agreement as to allowability is tentative and does not restrict further action by the examiner to the contrary.
- The signature of the examiner who conducted the interview (if Form is not an attachment to a signed Office action)

It is desirable that the examiner orally remind the applicant of his or her obligation to record the substance of the interview of each case. It should be noted, however, that the Interview Summary Form will not normally be considered a complete and proper recordation of the interview unless it includes, or is supplemented by the applicant or the examiner to include, all of the applicable items required below concerning the substance of the interview.

A complete and proper recordation of the substance of any interview should include at least the following applicable items:

- 1) A brief description of the nature of any exhibit shown or any demonstration conducted,
- 2) an identification of the claims discussed,
- 3) an identification of the specific prior art discussed,
- 4) an identification of the principal proposed amendments of a substantive nature discussed, unless these are already described on the Interview Summary Form completed by the Examiner,
- 5) a brief identification of the general thrust of the principal arguments presented to the examiner,  
(The identification of arguments need not be lengthy or elaborate. A verbatim or highly detailed description of the arguments is not required. The identification of the arguments is sufficient if the general nature or thrust of the principal arguments made to the examiner can be understood in the context of the application file. Of course, the applicant may desire to emphasize and fully describe those arguments which he or she feels were or might be persuasive to the examiner.)
- 6) a general indication of any other pertinent matters discussed, and
- 7) if appropriate, the general results or outcome of the interview unless already described in the Interview Summary Form completed by the examiner.

Examiners are expected to carefully review the applicant's record of the substance of an interview. If the record is not complete and accurate, the examiner will give the applicant an extendable one month time period to correct the record.

#### Examiner to Check for Accuracy

If the claims are allowable for other reasons of record, the examiner should send a letter setting forth the examiner's version of the statement attributed to him or her. If the record is complete and accurate, the examiner should place the indication, "Interview Record OK" on the paper recording the substance of the interview along with the date and the examiner's initials.

Continuation of Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: Claim 13 will be amended to include a limitation regarding a cam member being captured by the middle portion of an aperture in an apparatus body regardless of the orientation of the body and the presence of a suture in the aperture. Claim 33 will be amended to include a limitation regarding movement of the cam member, which in an "unengaged position," a suture can move through an aperture in a first longitudinal direction; and in an "engaged position," movement of the suture is opposed only in a second longitudinal direction in the aperture. Claims 60-62 will each be amended to include a limitation regarding movement of first and second cam members in respective first and second apertures, where in each aperture, a suture can move in a first longitudinal direction when the cam member is in an "unengaged position," and movement of the suture is opposed in a second longitudinal direction when the cam member is in an "engaged position," and where the first longitudinal direction along the first aperture and first longitudinal direction along the second aperture are only directed to an upper surface of the apparatus body.



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**SUBMIT**



**90/006,460      PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE AND TO FACILITATE STANDARD TISSUE SECURING**

[Application Transaction Data](#) [Image File History](#) [Community Data](#) [Address & Data](#) [Attorney/Agent](#)

## Bibliographic Data

Application Number:	90/006,460	Customer:
Filing or 371 (c) Date:	11-25-2002	Status:
Application Type:	Re-Examination	Status D:
Examiner Name:	WOO, JULIAN W	Location:
Group Art Unit:	3731	Location
Confirmation Number:	3789	Earliest F:
Attorney Docket Number:	034521-003	Earliest F Date:
Class / Subclass:	606/232	Patent N:
First Named Inventor:	Quickie Lic(Owner) , New York, NY (US)	Issue Da:

Title of Invention:

PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE AND TO FACILITATE STANDARD TISSUE SECURING

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90/006,460	PASSIVE KNOTLESS SUTURE TERMINATOR FOR US AND TO FACILITATE STANDARD TISSUE SECURING			
Application Date	Transaction History	Image File Wrapper	Continuity Data	Address Book Attorney/Agent

### Transaction History

Date	Transaction Description
07-11-2006	Change in Power of Attorney (May Include Associate
06-30-2006	Reexam Forwarded to Office of Publications
06-26-2006	Notice of Intent to Issue a Reexam Certificate
03-30-2006	Reexam returned to TC for correction/completion
10-24-2005	Miscellaneous Incoming Letter
10-24-2005	Certificate of Service
10-24-2005	Miscellaneous Incoming Letter
10-04-2005	Notice of Intent to Issue a Reexam Certificate
07-19-2005	Response after Non-Final Action
06-22-2005	Examiner Interview Summary Record
06-20-2005	Response after Non-Final Action
04-04-2005	Reexam Litigation Search Conducted
04-18-2005	Reexam Non-Final Action Mailed
02-01-2005	Date Forwarded to Examiner
01-11-2005	Response after Non-Final Action
12-09-2004	Decision Merging Proceedings
08-16-2004	Response after Non-Final Action
08-06-2004	Certificate of Service
07-30-2004	Miscellaneous Incoming Letter
08-06-2004	Letter Acknowledging That an Improper Paper Has Been Received
07-20-2004	Notification of Informal or Nonresponsive Amendment
07-09-2004	Workflow incoming petition IFW
07-01-2004	Scanned in Central Reexam Unit
06-07-2004	Response after Non-Final Action
05-28-2004	Examiner Interview Summary Record

05-25-2004	Examiner Interview Summary Record
05-27-2004	Correspondence Address Change
04-12-2004	Scanned in Central Reexam Unit
04-02-2004	Reexam Non-Final Action Mailed
04-02-2004	Change in Power of Attorney (May Include Associate)
12-05-2003	Correspondence Address Change
04-02-2004	Correspondence Address Change
03-04-2004	Date Forwarded to Examiner
07-15-2003	Scanned in Central Reexam Unit
05-05-2003	Timely Requestor's Reply to an Owner's Statement
03-24-2003	Timely Owner Statement in Response to Order
01-22-2003	Scanned in Central Reexam Unit
01-16-2003	Determination – Reexam Ordered
01-09-2003	Date Forwarded to Examiner
01-08-2003	Case Docketed to Examiner in GAU
12-20-2002	Scanned in Central Reexam Unit
12-18-2002	Completion of Preprocessing - Released to Assigned
12-18-2002	Application Is Now Complete
01-07-2003	Notice of Reexam Published in Official Gazette
12-16-2002	Miscellaneous Incoming Letter
12-16-2002	Correspondence Address Change
11-25-2002	Receipt of Original Ex Parte Reexam Request

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Time of Request: April 04, 2005 12:44 PM EDT

Research Information:

Utility, Design and Plant Patents  
patno=6066160

UNITED STATES PATENT AND TRADEMARK OFFICE GRANTED PATENT

6066160

---

May 23, 2000

Passive knotless suture terminator for use in minimally invasive surgery and to facilitate standard tissue securing

**REEXAM-LITIGATE:** November 25, 2002 - Reexamination requested by Medtronic, Inc., Reexamination No. 90/006,460 (O.G. January 7, 2003) Ex. Gp: 3731

June 16, 2004 - Reexamination requested by Kenneth L. Cage, Reexamination No. 90/007,016 (O.G. August 3, 2004)  
Ex. Gp: 3731

**APPL-NO:** 198087 (09)

**FILED-DATE:** November 23, 1998

**GRANTED-DATE:** May 23, 2000

**ASSIGNEE-AT-ISSUE:** Quickie LLC, New York, New York, United States (US), 02

**ASSIGNEE-AFTER-ISSUE:** November 23, 1998 - ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS)., QUICKIE, LLC ATTN: ALAN FELL 3 NEW YORK PLAZA NEW YORK NEW YORK 10004, Reel and Frame Number: 09608/0640

**LEGAL-REP:** Pepe & Hazard



11/25/02

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**REQUEST FOR EX PARTE REEXAMINATION TRANSMITTAL FORM**

Address to:  
**Assistant Commissioner for Patents**  
**Box Reexam**  
**Washington, D.C. 20231**

**Attorney Docket No.**

Date: November 22, 2002

1.  This is a request for ex parte reexamination pursuant to 37 CFR 1.510 of patent number 6,066,160  
- issued May 23, 2000. The request is made by:

patent owner.  third party requester.

2.  The name and address of the person requesting reexamination is:

Medtronic, Inc.

710 Medtronic Parkway

Minneapolis, MN 55432

3.  a. A check in the amount of \$ \_\_\_\_\_ is enclosed to cover the reexamination fee, 37 CFR 1.20(c)(1);

- b. The Commissioner is hereby authorized to charge the fee as set forth in 37 CFR 1.20(c)(i) to Deposit Account No. 13-2546; or

- c. Payment by credit card. Form PTO-2038 is attached.

4.  Any refund should be made by  check or  credit to Deposit Account No. 13-2546.  
37 CFR 1.26(c). If payment is made by credit card, refund must be to credit card account.

5.  A copy of the patent to be reexamined having a double column format on one side of a separate paper is enclosed. 37 CFR 1.510(b)(4)

6.  CD-ROM or CD-R in duplicate, Computer Program (Appendix) or large table

- 7.  Nucleotide and/or Amino Acid Sequence Submission**

*If applicable, all of the following are necessary*

- a.  Computer Readable Form (CRF)
  - b. Specification Sequence Listing on:

11/27/2002 MTWITTY 0000000E 1.2542 9405-60 CD-ROM (2 copies) or CD-R (2 copies); or

01 FC:1A12 2520  paper  
c  Statements verifying identity of above copies

8.  A copy of any disclaimer, certificate of correction or reexamination certificate issued in the patent is included.

9.  Reexamination of claim(s) 13, 18-20, 22 and 33 is requested.

10.  A copy of every patent or printed publication relied upon is submitted herewith including a listing thereof on Form PTO-1449.

11.  An English language translation of all necessary and pertinent non-English language patents and/or printed publications is included.

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12.  The attached detailed request includes at least the following items:

- a. A statement identifying each substantial new question of patentability based on prior patents and printed publications. 37 CFR 1.510(b)(1)
- b. An identification of every claim for which reexamination is requested, and a detailed explanation of the pertinency and manner of applying the cited art to every claim for which reexamination is requested. 37 CFR 1.510(b)(2)

13.  A proposed amendment is included (only where the patent owner is the requester). 37 CFR 1.510(e)14.  a. It is certified that a copy of this request (if filed by other than the patent owner) has been served in its entirety on the patent owner as provided in 37 CFR 1.33(c).

The name and address of the party served and the date of service are:

Todd S. Sharinn (By Mail)

Bryan Cave LLP

245 Park Avenue, 28th Floor

New York, NY 10167

Date of Service: 11-22-2002; or

 b. A duplicate copy is enclosed since service on patent owner was not possible.15.  Correspondence Address: Direct all communication about the reexamination to: Customer Number 27581Place Customer Number Bar  
Code Label here

OR

Type Customer Number here

<input type="checkbox"/> Firm or Individual Name			
Address (line 1)			
Address (line 2)			
City	State		Zip
Country			
Telephone	Fax		

16.  The patent is currently the subject of the following concurrent proceeding(s):

- a. Copending reissue Application No. \_\_\_\_\_.
- b. Copending reexamination Control No. \_\_\_\_\_.
- c. Copending Interference No. \_\_\_\_\_.
- d. Copending litigation styled: \_\_\_\_\_

Quickie L.L.C. v. Medtronic, Inc, 02CIV1157(GEL)

U.S. District Court, Southern District of New York

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Authorized Signature

Date

 For Patent Owner Requester For Third Party Requester

When substituting cams for the deflectable members, at least one obvious orientation would therefore be to have their free ends directed toward the center of the device, so that they also would have mirror image counterparts. Another obvious orientation would be to have adjacent cams and recesses be mirror images of one another, as in the Creager patent. As set forth in the above text and claim charts, substitution of cams located within the apertures, as in the Creager patent, would thus produce the invention as claimed.

As set forth in the claim charts above, even if claim 33 is not anticipated by the '684 Creager patent, it is believed that all limitations of claim 33 are obvious over the '684 Creager patent in combination with the Shepherd '188 patent and that Claim 33 is thus invalid under 35 USC Section 103.

Respectfully submitted,

Date 11/22/2002

By Daniel W. Latham  
Daniel W. Latham, Reg. No. 30,401  
Senior Patent Attorney  
Tel. 763.391.9661  
Fax. 763.391.9668



27581



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Application Number   ?

**90/007,085      PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE AND TO FACILITATE STANDARD TISSUE SECURING**

[Application Data](#) [Transaction History](#) [Image File](#) [Continuity](#) [Address & Data](#) [Wrapper](#) [Docket](#) [Attorney/Agent](#)

## Bibliographic Data

Application Number:	90/007,085	Customer:
Filing or 371 (c) Date:	06-16-2004	Status:
Application Type:	Re-Examination	Status D:
Examiner Name:	WOO, JULIAN W	Location:
Group Art Unit:	3731	Location
Confirmation Number:	7632	Earliest F:
Attorney Docket Number:	034521-003	Earliest F Date:
Class / Subclass:	606/232	Patent N:
First Named Inventor:	Quickie Llc(Owner) , New York, NY	Issue Da:

Title of Invention: **PASSIVE KNOTLESS SUTURE TERMINATOR FOR USE AND TO FACILITATE STANDARD TISSUE SECURING**

## If you need help:

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Application Number



90/007,085	<b>PASSIVE KNOTLESS SUTURE TERMINATOR FOR US AND TO FACILITATE STANDARD TISSUE SECURING</b>		
Application Data	Transaction History	Image File Wrapper	Community Data

## Transaction History

Date	Transaction Description
07-11-2006	Change in Power of Attorney (May Include Associate
07-05-2006	Workflow - File Sent to Contractor
06-30-2006	Reexam Forwarded to Office of Publications
06-26-2006	Notice of Intent to Issue a Reexam Certificate
03-30-2006	Reexam returned to TC for correction/completion
10-24-2005	Miscellaneous Incoming Letter
10-24-2005	Certificate of Service
10-24-2005	Miscellaneous Incoming Letter
10-04-2005	Notice of Intent to Issue a Reexam Certificate
07-19-2005	Response after Non-Final Action
06-20-2005	Response after Non-Final Action
06-22-2005	Examiner Interview Summary Record
04-04-2005	Reexam Litigation Search Conducted
04-18-2005	Reexam Non-Final Action Mailed
02-01-2005	Date Forwarded to Examiner
01-11-2005	Response after Non-Final Action
12-09-2004	Decision Merging Proceedings
08-16-2004	Scanned in Central Reexam Unit
08-06-2004	Determination – Reexam Ordered
08-06-2004	Letter Acknowledging That an Improper Paper Has B
08-02-2004	Workflow incoming petition IFW
07-01-2004	Reexam Assigned to Examiner for Determination
07-01-2004	Case Docketed to Examiner in GAU
06-28-2004	Scanned in Central Reexam Unit
06-23-2004	Completion of Preprocessing - Released to Assigned

06-23-2004	Application Is Now Complete
08-03-2004	Notice of Reexam Published in Official Gazette
06-16-2004	Receipt of Original Ex Parte Reexam Request

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198087 (09) 6066160 May 23, 2000

Time of Request: April 04, 2005 12:44 PM EDT

Research Information:

Utility, Design and Plant Patents  
patno=6066160

UNITED STATES PATENT AND TRADEMARK OFFICE GRANTED PATENT

6066160

May 23, 2000

Passive knotless suture terminator for use in minimally invasive surgery and to facilitate  
standard tissue securing

REEXAM-LITIGATE: November 25, 2002 - Reexamination requested by Medtronic, Inc., Reexamination No.  
90/006,460 (O.G. January 7, 2003) Ex. Gp: 3731

June 16, 2004 - Reexamination requested by Kenneth L. Cage, Reexamination No. 90/007,016 (O.G. August 3, 2004)  
Ex. Gp: 3731

APPL-NO: 198087 (09)

FILED-DATE: November 23, 1998

GRANTED-DATE: May 23, 2000

ASSIGNEE-AT-ISSUE: Quickie LLC, New York, New York, United States (US), 02

ASSIGNEE-AFTER-ISSUE: November 23, 1998 - ASSIGNMENT OF ASSIGNORS INTEREST (SEE  
DOCUMENT FOR DETAILS)., QUICKIE, LLC ATTN: ALAN FELL 3 NEW YORK PLAZA NEW YORK NEW  
YORK 10004, Reel and Frame Number: 09608/0640

LEGAL-REP: Pepe & Hazard

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(Also referred to as FORM PTO-1465)

## REQUEST FOR EX PARTE REEXAMINATION TRANSMITTAL FORM

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

66548 U.S. PTO



06/16/04

06/16/04

Attorney Docket No.: 52734-101

Date: June 16, 2004

1.  This is a request for ex parte reexamination pursuant to 37 CFR 1.510 of patent number 6,066,160 issued May 23, 2000. The request is made by:

patent owner.  third party requester.

2.  The name and address of the person requesting reexamination is:

Kenneth L. Cage

McDermott, Will &amp; Emery, LLP

600 13th Street, NW, Washington, DC 20005-3096

3.  a. A check in the amount of \$ \_\_\_\_\_ is enclosed to cover the reexamination fee, 37 CFR 1.20(c)(1);  
 b. The Director is hereby authorized to charge the fee as set forth in 37 CFR 1.20(c)(1) of 2,520.00 to Deposit Account No. 500417 (submit duplicate of this form for fee processing); or  
 c. Payment by credit card. Form PTO-2038 is attached.
4.  Any refund should be made by  check or  credit to Deposit Account No. 500417 37 CFR 1.26(c). If payment is made by credit card, refund must be to credit card account.
5.  A copy of the patent to be reexamined having a double column format on one side of a separate paper is enclosed. 37 CFR 1.510(b)(4)
6.  CD-ROM or CD-R in duplicate, Computer Program (Appendix) or large table
7.  Nucleotide and/or Amino Acid Sequence Submission  
*If applicable, all of the following are necessary.*
- a.  Computer Readable Form (CRF)  
b. Specification Sequence Listing on:
- i.  CD-ROM (2 copies) or CD-R (2 copies); or  
ii.  paper
- c.  Statements verifying identity of above copies
8.  A copy of any disclaimer, certificate of correction or reexamination certificate issued in the patent is included.
9.  Reexamination of claim(s) 13, 18-20, 22 and 33 is requested.
10.  A copy of every patent or printed publication relied upon is submitted herewith including a listing thereof on Form PTO-1449 or equivalent. 86/23/2004 MTWITTY 8888882 500417 98887845
11.  An English language translation of all necessary and pertinent non-English language patents and/or printed publications is included.

[Page 1 of 2]

This collection of information is required by 37 CFR 1.510. The information is required to obtain or retain a patent by the public, private, or by the USPTO to process an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing the burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Ex Parte Reexam, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

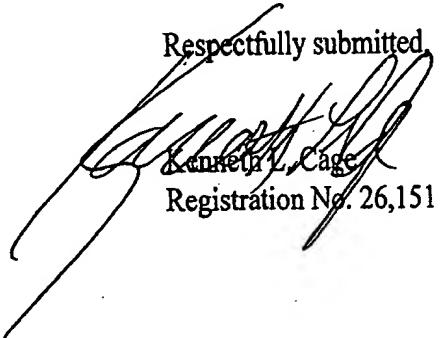
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VI. CONCLUSION

A substantial new question of patentability of claims 13, 18-20, 22 and 33 is raised in view of:

- (i) the '698 Preissman Patent alone, or considered in view of the '188 Shepherd Patent;
- (ii) the '684 Creager Patent alone, or considered in view of the '188 Shepherd Patent; and/or
- (iii) the '805 Plante Patent alone, considered in view of the '188 Shepherd Patent.

The Requester respectfully submits that the '160 Colvin Patent be reexamined in view of the showing in this Request that a substantial new question of patentability is present.

Respectfully submitted,  
  
Kenneth L. Cage  
Registration No. 26,151

McDermott, Will & Emery  
600 13th Street, NW  
Washington, D.C. 20005  
(202) 756-8000  
Date: June 16, 2004  
Facsimile (202) 756-8087

**CERTIFICATE OF SERVICE**

I hereby certify that the attached papers (Associate Power Of Attorney and Change Of Correspondence Address) were served this day, June 16, 2004, on Robert E. Krebs, attorney of record for the Patent Owner, by causing a true copy of said papers to be deposited with the United States Post Office as First Class Mail in an envelope addressed to:

Robert E. Krebs  
Thelen Reid & Priest LLP  
P.O. Box 640640  
San Jose, CA 95164-0640

  
Lawrence T. Cullen  
McDERMOTT, WILL & EMERY  
600 13th Street, N.W.  
Washington, DC 20005-3096  
Tel: (202) 756-8380

MAIER & MAIER, PLLC  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

September 26, 2006

Mr. Charles Berman / Intellectual Property Department  
Greenberg Traurig, LLP  
885 Third Avenue, 21<sup>st</sup> Floor  
New York, NY 10022

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Dr. Stephen B. Colvin

---

To Whom It May Concern:

Our firm, Maier & Maier, PLLC, was recently retained to represent Dr. Stephen B. Colvin his company, Quickie LLC due to his patent attorney having a conflict. Specifically, we have been asked to represent Quickie, LLC and Dr. Colvin before the USPTO in an attempt to revive an issued patent that unavoidably expired. We are therefore preparing to file a petition with the USPTO that, pursuant to 37 CFR §1.378, MPEP §2590 and MPEP §711.03, contains a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

Accordingly, we are contacting each of the previous firms that handled or had custody of Dr. Colvin's / Quickie's patent application (Application No. 09/198,087) and the corresponding U.S. patent (Patent No. 6,066,160). We believe that Mr. Todd S. Sharinn may have been most closely associated with this case while at your firm. We kindly request copies of any engagement agreements with Quickie, LLC, and any transfer letters relating to this application or patent and any docketing records that you would be willing to provide to us. Additionally, if there is any other correspondence related to the handling or transfer of Quickie, LLC's patent, or

October 17, 2006

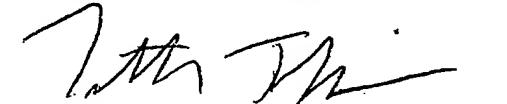
Page 2

documents or records that you could provide regarding this matter, we would greatly appreciate it. If you can be of assistance in this matter, please contact us by **October 4, 2006.**

Please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51986

TJM:cjm:

Enclosure(s):

**MAIER & MAIER, PLLC**  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

September 26, 2006

Mr. Charles Berman / Intellectual Property Department  
Greenberg Traurig, LLP  
885 Third Avenue, 21<sup>st</sup> Floor  
New York, NY 10022

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Dr. Stephen B. Colvin

---

To Whom It May Concern:

Our firm, Maier & Maier, PLLC, was recently retained to represent Dr. Stephen B. Colvin his company, Quickie LLC due to his patent attorney having a conflict. Specifically, we have been asked to represent Quickie, LLC and Dr. Colvin before the USPTO in an attempt to revive an issued patent that unavoidably expired. We are therefore preparing to file a petition with the USPTO that, pursuant to 37 CFR §1.378, MPEP §2590 and MPEP §711.03, contains a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

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October 17, 2006

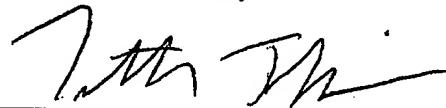
Page 2

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With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51986

TJM:cjm:  
Enclosure(s):

MAIER & MAIER, PLLC  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

September 26, 2006

Mr. Robert E. Krebs  
Thelen Reid & Priest LLP  
225 West Santa Clara Street  
Suite 1200  
San Jose, CA 951113

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Dr. Stephen B. Colvin

---

Dear Mr. Krebs:

Our firm, Maier & Maier, PLLC, was recently retained to represent Dr. Stephen B. Colvin and Quickie, LLC due to his patent attorney having a conflict. Specifically, we have been asked to represent Dr. Colvin and Quickie, LLC before the USPTO in an attempt to revive an issued patent that unavoidably expired. We are therefore preparing to file a petition with the USPTO that, pursuant to 37 CFR §1.378, MPEP §2590 and MPEP §711.03, contains a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

Accordingly, we are contacting each of the previous firms that handled or had custody of Quickie's / Dr. Colvin's patent application (Application No. 09/198,087) and the corresponding U.S. patent (Patent No. 6,066,160). We kindly request copies of any engagement agreements with Dr. Colvin or Quickie, LLC, any transfer letters relating to this application or patent and any docketing records that you would be willing to provide to us. Additionally, if there is any other correspondence related to the handling or transfer of Quickie's patent, or any other relevant

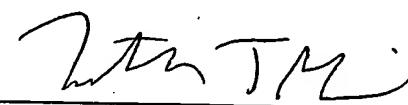
October 17, 2006  
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With best regards,

Very truly yours,  
**MAIER & MAIER, PLLC**

  
\_\_\_\_\_  
Timothy J. Maier

Reg. No. 51986

TJM:cjm:  
Enclosure(s):

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INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

Sheila P. Klapatch  
Pepe & Hazard LLP  
225 Asylum St.  
Hartford, CT 06103

October 17, 2006

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC

Dear Ms. Klapatch:

Thank you for your letter Dated October 3, 2006. You included letters dated:

1. May 1, 2001 to Quickie, LLC with the listing of files to be transferred signed by Alan Fell on behalf of Quickie, LLC, and
2. May 21, 2001 to Todd S. Sharinn listing the files to be transferred to his personal law firm from Pepe Hazard.

We believe that the information and letters you provided clear Pepe Hazard from any responsibility for the expiration of the above-referenced patent for failure to timely pay the first maintenance fee. We appreciate your willingness to offer additional assistance. We may be in touch in the future should we require any assistance.

With best regards,

Very truly yours,  
**MAIER & MAIER, PLLC**



Timothy J. Maier  
Reg. No. 51986

TJM:cjm:  
Enclosure(s):

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685 N WASHINGTON ST  
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Device ID: LVLK-POS2  
Employee: 550958  
Transaction: 110088220867

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PRIORITY OVERNIGHT		
858910057436	0.15 lb (S)	\$18.52
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858910057789	0.15 lb (S)	\$18.52
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at [fedex.com](http://fedex.com) for details. All merchandise sales final.

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Or call 1.800.GoFedEx  
1.800.463.3339

October 17, 2006 6:49:51 PM

US Airbill  
Express

FedEx Tracking Number 8589 1005 7414

DM Please print and press hard.

Date 10/17/08

Sender's FedEx Account Number

3257 8492-0

Sender's Name: Tim Maier Phone (703) 1740-8322  
 Company: Maier & Maier PLLC  
 Address: 128 N. Pitt St. 2<sup>nd</sup> Floor  
 City: Alexandria State: VA ZIP: 22314

Our Internal Billing Reference  
(24 characters will appear on invoice)

OPTIONAL

Recipient's Name: Sheila P. Klapatch Phone ( )

Company: Pepe o Hazard

Recipient's Address: 225 Asylum St.

I cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Sub/Room

Address: Hartford State: CT ZIP: 06103  
 request a package be held at a specific FedEx location, print FedEx address here.

Sender's Copy							
<b>4a Express Package Service</b>							
<input type="checkbox"/> FedEx Priority Overnight <input type="checkbox"/> FedEx Standard Overnight Next business day* delivery. Shipment will be delivered on Monday unless SATURDAY Delivery is selected.  <input type="checkbox"/> FedEx 2Day <input type="checkbox"/> FedEx Express Saver Second business day* delivery. Shipment will be delivered on Monday unless SATURDAY Delivery is selected. <small>FedEx Express Saver not available. Minimum charge: One-pound rate.</small>  <input type="checkbox"/> FedEx 3Day Freight <input type="checkbox"/> FedEx 4Day Freight Next business day*, Friday shipment will be delivered on Monday unless SATURDAY Delivery is selected. <small>FedEx 4Day not available. Saturday Delivery NOT available.</small>							
<i>Packages up to 150 lbs.</i>							
<input type="checkbox"/> FedEx First Overnight <input type="checkbox"/> FedEx 2Day Earliest next business morning delivery to select locations. <small>Saturday Delivery NOT available.</small>							
<input type="checkbox"/> FedEx 3Day Freight <input type="checkbox"/> FedEx 4Day Freight Third business day* delivery to select locations. <small>Saturday Delivery NOT available.</small>							
<small>*To most locations.</small>							
<b>4b Express Freight Service</b>							
<input type="checkbox"/> FedEx 2Day Freight <input type="checkbox"/> FedEx 3Day Freight Second business day* delivery to select locations. <small>Saturday Delivery NOT available.</small>							
<small>Packages over 150 lbs.</small>							
<input type="checkbox"/> FedEx 4Day Freight <input type="checkbox"/> FedEx 5Day Freight Third business day* delivery to select locations. <small>Saturday Delivery NOT available.</small>							
<small>*To most locations.</small>							
<b>5 Packaging</b>							
<input type="checkbox"/> FedEx Envelope* <input type="checkbox"/> FedEx Pak* <small>Includes FedEx Small Pak, FedEx Large Pak, and FedEx Study Pak.</small> <input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube <input type="checkbox"/> Other							
<small>* Declared value limit \$500.</small>							
<b>6 Special Handling</b>							
<input type="checkbox"/> SATURDAY Delivery <input type="checkbox"/> HOLD Weekday <small>NOT Available at FedEx Location</small>							
<small>at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.</small>							
<input type="checkbox"/> FedEx Standard Overnight <input type="checkbox"/> HOLD Saturday <small>FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.</small>							
<small>at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.</small>							
<input type="checkbox"/> FedEx First Overnight <input type="checkbox"/> Dry Ice <small>Shipment's Declaration required.</small>							
<small>Dry Ice Dry Ice &amp; UN 1945 x kg</small>							
<input type="checkbox"/> FedEx Express Saver <input type="checkbox"/> Cargo Aircraft Only							
<small>Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.</small>							
<b>7 Payment</b>							
<b>Bill To:</b> Enter FedEx Acct. No. or Credit Card No. below.							
<input type="checkbox"/> Sender Acct. No. in Section 1 will be billed. <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check							
<small>FedEx Acct. No. Credit Card No. Exp. Date</small>							
<table border="0"> <tr> <td>Total Packages</td> <td>Total Weight</td> <td>Total Declared Value*</td> </tr> <tr> <td>1</td> <td>10</td> <td>\$ 00</td> </tr> </table>		Total Packages	Total Weight	Total Declared Value*	1	10	\$ 00
Total Packages	Total Weight	Total Declared Value*					
1	10	\$ 00					
<small>*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.</small>							
<b>8 NEW Residential Delivery Signature Options</b> If you require a signature, check Direct or Indirect.							
<input type="checkbox"/> No Signature Required <input type="checkbox"/> Direct Signature <small>Package may be left with anyone at recipient's address if signature is not available at time of delivery. Fee applies.</small>							
<input type="checkbox"/> Indirect Signature <small>If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.</small>							

Ship and track packages at [fedex.com](http://fedex.com)  
Manage your shipping. Manage your account. Access all information you need.



US Airbill

FedEx  
Tracking  
Number

8589 1005 7790

From Please print and press here

Date 16/11/06

Sender's FedEx  
Account Number

3257-8492-0

Sender's Name

Tim Mayer

Phone (703) 740-8322

Company

Mayer &amp; Mayer PLLC

Address

128 N. Pitt St. 2<sup>nd</sup> Floor

Dept./Floor/Sub/Floor

City

Alexandria

State

VA

ZIP 22314

## Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

To Recipient's Name

Robert E. Krabbs

Phone ( )

Company

Thelen Reid + Priest LLP

Recipient's Address

225 West Santa Clara St.

Dept./Floor/Sub/Floor

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Suite 1200

Dept./Floor/Sub/Floor

To request a package be held at a specific FedEx location, print FedEx address here.

City

San Jose

State

CA

ZIP 95113

0200

**Sender's Copy**

## 4a Express Package Service

FedEx Priority Overnight  
Next business morning\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Standard Overnight  
Next business afternoon\* Saturday Delivery NOT available.**Packages up to 150 lbs.**FedEx First Overnight  
Earliest next business morning delivery to select locations.  
Saturday Delivery NOT available.FedEx 2D Day  
Second business day\* Thursday shipment will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Express Saver  
Third business day\* Saturday Delivery NOT available.  
FedEx Envelope rate not available. Minimum charge: One-pound rate.\* To most locations.

## 4b Express Freight Service

FedEx 1D Day Freight\*  
Next business day\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 2D Day Freight  
Second business day\* Thursday shipment will be delivered on Monday unless SATURDAY Delivery is selected.**Packages over 150 lbs.**FedEx 3D Day Freight  
Third business day\* Saturday Delivery NOT available.\* Call for Confirmation\* To most locations.

## 5 Packaging

 FedEx Envelope\* FedEx Pak\*  
Includes FedEx Small Pak,  
FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube\* Declared value limit \$200.

## 6 Special Handling

 SATURDAY Delivery  
NOT Available for  
FedEx Standard Overnight,  
FedEx First Overnight, FedEx Express  
Saver, or FedEx 3D Day Freight. HOLD Weekday  
at FedEx Location  
NOT Available for  
FedEx First Overnight. HOLD Saturday  
at FedEx Location  
Available ONLY for  
FedEx Priority Overnight and  
FedEx 2D Day to select locations.

Does this package contain dangerous goods?

One box must be checked.

 No  Yes  
An "X" or checkmark  
Shipper's Declaration.  
Shipper's Declaration  
not required. Dry Ice  
Dry Ice, 9, UN 1065 \_\_\_\_\_  
 Cargo Aircraft Only

## 7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.  
 Sender  
Acct. No. in  
Section 1 will  
be billed. Recipient  Third Party  Credit Card  Cash/CheckFedEx Acct. No.  
Credit Card No.Exp.  
Date

Total Packages	Total Weight	Total Declared Value*
1	15	\$ 100

\*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the FedEx service conditions on the back of this Airbill and to the current FedEx Service Guide, including terms that limit our liability.

## 8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

 No Signature  
Required  
Package may be left without  
obtaining a signature for delivery.  
Fees apply. Direct Signature  
Anyone at recipient's  
address may sign for delivery.  
Fees apply. Indirect Signature  
If no one is available at  
recipient's address, anyone  
at a neighboring address may  
sign for delivery.  
Fees apply.

520

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# FedEx. USAirbill

Express

FedEx  
Tracking  
Number

8589 1005 7436

From Please print and press hard.

Date 10/17/06

Sender's FedEx  
Account Number

3257-8492-0

Sender's Name Tim Mayer

Phone (703) 740-8322

Company Mayer & Mayer PLLC 2nd Floor

Address 128 N. Pitt St. ~~Alexandria~~

City Alexandria State VA ZIP 22314

Your Internal Billing Reference

OPTIONAL

To Recipient's Name Richard A. Rosenbaum Phone ( )

Company Greenberg Traurig LLP

Recipient's Address MetLife Building Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address 200 Park Avenue

City NY State NY ZIP 10166



Schedule a pickup at [fedex.com](http://fedex.com)

Ship your package. Manage your account. Access all the tools you need.

PMT	B200	Sender's Copy
-----	------	---------------

#### 4a Express Package Service

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> FedEx Priority Overnight  | <input type="checkbox"/> FedEx Standard Overnight | Packages up to 150 lbs.  |
| Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. |   | Next business afternoon. Saturday Delivery NOT available.                                      |
| <input type="checkbox"/> FedEx 1 Day Freight*   | <input type="checkbox"/> FedEx Express Saver      | <input type="checkbox"/> FedEx First Overnight   |
| Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.     |   | Earliest next business morning delivery to select locations.* Saturday Delivery NOT available. |
| <small>FedEx Envelope rate not available. Minimum charge: One-pound rate.</small>                         |   | <small>* To most locations</small>   |

#### 4b Express Freight Service

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> FedEx 2 Day Freight   | <input type="checkbox"/> FedEx 30 Day Freight | Packages over 150 lbs.  |
| Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.                |   | Third business day. Saturday Delivery NOT available.                |
| <small>* Call for Confirmation</small>   |   | <small>FedEx 30 Day Freight</small>                                 |
| <small>Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.</small> |   | <small>Third business day. Saturday Delivery NOT available.</small> |
| <small>FedEx Envelope rate not available. Minimum charge: One-pound rate.</small>                                    |   | <small>* To most locations</small>                                  |

#### 5 Packaging

- |   |                                     |  |                                     |                                |
|---|-------------------------------------|--|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> FedEx Envelope*                             | <input type="checkbox"/> FedEx Pak* | <input type="checkbox"/> FedEx Box           | <input type="checkbox"/> FedEx Tube | <input type="checkbox"/> Other |
| <small>Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.</small> |                                     | <small>* Declared value limit \$500.</small> |                                     |                                |

#### 6 Special Handling

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> SATURDAY Delivery  | Include FedEx address in Section 3.                      |  |  |
| <small>NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver or FedEx 1 Day Freight.</small> |  |  |  |
| <input type="checkbox"/> HOLD Weekday at FedEx Location   | <input type="checkbox"/> HOLD Saturday at FedEx Location |  |  |
| <small>NOT Available for FedEx First Overnight.</small>   |  |  |  |
| <small>Available ONLY for FedEx Priority Overnight and FedEx 2 Day to select locations.</small>                               |  |  |  |

Does this shipment contain dangerous goods?

- |  |                              |  |                                  |
|--|------------------------------|--|----------------------------------|
| <input type="checkbox"/> No  | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes                       | <input type="checkbox"/> Dry Ice |
| <small>One box must be checked.</small>  |                              | <small>per attached Shipper's Declaration.</small> | <small>Dry Ice, \$ 10.00</small> |
| <small>Shipper's Declaration not required.</small>                                       |                              | <small>x kg</small>                                |                                  |
| <small>Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.</small> |                              |  |                                  |
| <input type="checkbox"/> Cargo Aircraft Only   |                              |  |                                  |

#### 7 Payment Bill to:

- |  |                                    |                                      |                                      |                                      |
|--|------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sender                                | <input type="checkbox"/> Recipient | <input type="checkbox"/> Third Party | <input type="checkbox"/> Credit Card | <input type="checkbox"/> Cashy/Check |
| <small>Enter FedEx Acct. No. or Credit Card No. below.</small> |                                    |                                      |                                      |                                      |
| <small>Acct. No. in Section 1 will be used.</small>            |                                    |                                      |                                      |                                      |

FedEx Acct. No.  
Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value
<input type="checkbox"/>	.15	\$ <input type="checkbox"/>

\*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

FedEx Use Only

#### 8 NEW Residential Delivery Signature Options

If you require a signature, check Direct or Indirect.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> No Signature Required  | <input type="checkbox"/> Direct Signature | <input type="checkbox"/> Indirect Signature |
| <small>Packages may be left without obtaining a signature for delivery. If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. *For applies.</small> |   |   |

520

# FedEx. USAirbill Express

FedEx  
Tracking  
Number      8589 1005 7789

To/FM Please print and press hard.  
Date 10/12/06 Sender's FedEx  
Account Number 3257-8492-0  
Sender's Name Tim Mayer  
Company Mayer & Mayer PLLC  
Address 128 N. Pitt St. 2ND Floor  
City Alexandria State VA ZIP 22314  
Dept./Floor/Suite/Room

## Your Internal Billing Reference

Int'l 24 characters will appear on invoice.

OPTIONAL

To  
Recipient's  
Name Todd S. Sharinn Phone ( )

Company Baker & McKenzie LLP

Recipient's  
Address 1114 Avenue of the Americas  
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address  
I request a package be held at a specific FedEx location, print FedEx address here.

City NY State NY ZIP 10036



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## Sender's Copy

<b>4a Express Package Service</b>		<b>Packages up to 150 lbs.</b>
<input checked="" type="checkbox"/> FedEx Priority Overnight Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.		<input type="checkbox"/> FedEx Standard Overnight Next business afternoon. Saturday Delivery NOT available.
<input type="checkbox"/> FedEx 2Day Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.		<input type="checkbox"/> FedEx Express Saver Third business day. Saturday Delivery NOT available.
<input type="checkbox"/> FedEx Envelope rate not available. Minimum charge: One-pound rate.		* To most locations.
<b>4b Express Freight Service</b>		
<input type="checkbox"/> FedEx 1Day Freight* Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.		<input type="checkbox"/> FedEx 2Day Freight Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
* Call for Contingencies		<b>Packages over 150 lbs.</b>
<input checked="" type="checkbox"/> FedEx Envelope*		<input type="checkbox"/> FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shady Pak.
<input type="checkbox"/> FedEx Box		<input type="checkbox"/> FedEx Tube
* Declared value limit \$500.		
<b>5 Packaging</b>		
<input checked="" type="checkbox"/> FedEx Envelope* <input type="checkbox"/> FedEx Pak* <input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube		
* Declared value limit \$500.		
<b>6 Special Handling</b>		
<input type="checkbox"/> HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.		
<input type="checkbox"/> HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.		
Include FedEx address in Section 3.		
<input type="checkbox"/> Dangerous goods? One box must be checked.		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Yes As per attached Shipper's Declaration. Shipper's Declaration not required.		
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.		
<input type="checkbox"/> Dry Ice Dry Ic., & UN 1845 _____		
<input type="checkbox"/> Cargo Aircraft Only		
<b>7 Payment Bill to:</b>		
Enter FedEx Acct. No. or Credit Card No. below.		
<input type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card		
<input checked="" type="checkbox"/> Cash/Check		
FedEx Acct. No. Credit Card No.		
Exp. Date		
Total Packages	Total Weight	Total Declared Value*
1	15	\$ 00
* Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the FedEx Use Only service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.		

## 8 NEW Residential Delivery Signature Options

- If you require a signature, check Direct or Indirect.
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> No Signature Required   | <input type="checkbox"/> Direct Signature | <input type="checkbox"/> Indirect Signature |
| Package may be left with anyone at recipient's address who signs for delivery. Fee applies.                        |   |   |
| If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies. |   |   |



# FedEx. US Airbill

Express

FedEx  
Tracking  
Number

8573 4548 6034

From Please print and press hard.

Sender's FedEx  
Account Number

Date 9-26-06

Sender's Name Tina Maier

Phone ( )

Company Maier and Maier, PLLC

Address 128 North Pitt Street, Second Floor

Dept/Floor/Suite/Room

City Alexandria

State VA

ZIP 22314

Your Internal Billing Reference

OPTIONAL

First 24 characters will appear on invoice.

To  
Recipient's  
Name

Mr. Charles Berman Phone ( )

Company Greenberg Traurig, LLP

Recipient's  
Address 885 Third Avenue, 21st Floor

Dept/Floor/Suite/Room

Address A

A request a package be held at a specific FedEx location, print FedEx address here.

City New York

State NY

ZIP 10022



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[www.fedex.com](http://www.fedex.com) | 1-800-FED-EXPRESS

0200		Sender's Copy	
<b>4a Express Package Service</b>			
<input checked="" type="checkbox"/> FedEx Priority Overnight <small>Next business morning* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.</small>		<input type="checkbox"/> FedEx Standard Overnight <small>Next business afternoon - Saturday Delivery NOT available.</small>	
<input type="checkbox"/> FedEx 2Day <small>Second business day* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rates not available. Minimum charge One-pound rate.</small>		<input type="checkbox"/> FedEx Express Saver <small>Third business day* Saturday Delivery NOT available.</small>	
* To most locations.			
<b>4b Express Freight Service</b>			
<input type="checkbox"/> FedEx 1Day Freight* <small>Next business day** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.</small>		<input type="checkbox"/> FedEx 2Day Freight <small>Second business day* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.</small>	
* Packages over 150 lbs. ** FedEx 3Day Freight Third business day** Saturday Delivery NOT available.			
<b>* Call for Confirmation</b>			
<b>5 Packaging</b>			
<input checked="" type="checkbox"/> FedEx Envelope*		<input type="checkbox"/> FedEx Pak* <small>Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.</small>	
<input type="checkbox"/> FedEx Box		<input type="checkbox"/> FedEx Tube	
* Declared value limit \$50.			
<b>6 Special Handling</b>			
<input type="checkbox"/> SATURDAY Delivery <small>NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.</small>		<input type="checkbox"/> HOLD Weekday <small>at FedEx Location NOT Available for FedEx First Overnight.</small>	
<input type="checkbox"/> HOLD Saturday <small>at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.</small>			
<b>Does this shipment contain dangerous goods?</b> <small>One box must be checked.</small>			
<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <small>After attached Shipper's Declaration.</small>	
<input type="checkbox"/> Yes <small>After attached Shipper's Declaration.</small>		<input type="checkbox"/> Yes <small>Shipper's Declaration not required.</small>	
<small>Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.</small>			
<b>7 Payment Bill to:</b> Enter FedEx Acct. No. or Credit Card No. below.			
<input checked="" type="checkbox"/> Sender <small>Acct. No. in Section 1 will be billed.</small>		<input type="checkbox"/> Recipient	
<input type="checkbox"/> Third Party		<input type="checkbox"/> Credit Card	
<input type="checkbox"/> Cash/Check			
<small>FedEx Acct. No. Credit Card No.</small>		<small>Exp. Date</small>	
Total Packages 1		Total Weight .15 \$ .00	
		<small>Total Declared Value*</small>	
<small>* Due liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.</small>			
<b>8 NEW Residential Delivery Signature Options</b> If you require a signature, check Direct or Indirect.			
<input type="checkbox"/> No Signature Required <small>Package may be left without obtaining a signature for delivery.</small>			
<input type="checkbox"/> Direct Signature <small>Anyone at recipient's address may sign for delivery. Fee applied.</small>			
<input type="checkbox"/> Indirect Signature <small>If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applied.</small>			
<small>Rev. Date 8/05 Part #15200-01394-2005 FedEx PRINTED IN U.S.A. SRF</small>			
520			



**MAIER & MAIER, PLLC**  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

October 17, 2006

Mr. Robert E. Krebbs  
Thelen Reid & Priest LLP  
225 West Santa Clara Street  
Suite 1200  
San Jose, CA 95113

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC, Dr. Stephen Colvin

---

Dear Mr. Krebbs:

Further to our letter of September 26, 2006 (attached) we have received no information from your firm regarding the above-referenced matter. We are currently under the duty of diligence before the USPTO in this petition matter under rule 37 C.F.R. 1.378(b).

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002 and Re-Examination 90/007,085 filed June 30, 2004. In conjunction with these matters, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Todd S. Sharinn; Greenburg Traurig, LLP, or Medtronic.
2. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from Todd S. Sharinn's personal law firm or individually, to or from Greenburg Traurig LLP, or any other law firm or corporate entity or party.
3. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.
4. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter, we would greatly appreciate it.

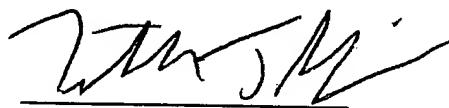
We are aware that your firm filed and prosecuted for the subject patent Re-Examination 90/007,085 which was merged with a prior filed Re-Examination 90/006,460, during the two-year window for timely filing a 37 C.F.R. 1.378 (c) unintentional petition.

If you intend to be of assistance in this matter, please contact us by October 20, 2006.

Please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



Timothy J. Maier  
Reg. No. 51,986

TJM:cjm:  
Enclosure(s):

**MAIER & MAIER, PLLC**  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
ALEXANDRIA, VIRGINIA USA 22314  
(703) 740-8322  
FAX: (703) 991-7071  
e-mail: [info@maierandmaier.com](mailto:info@maierandmaier.com)  
web: [www.maierandmaier.com](http://www.maierandmaier.com)

October 17, 2006

Mr. Todd S. Sharinn, Of Counsel  
Baker & McKenzie LLP  
1114 Avenue of the Americans  
New York, NY, 10036

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC, Dr. Stephen Colvin

---

Dear Mr. Sharinn:

Further my phone correspondence of October 13, 2006, my client has authorized an hour of your time at your rate of \$500/hr to discuss material information related to the above referenced matter. I look forward to hearing back from you in the very near future.

Attached is a letter previously sent to your prior employer Greenberg Traurig, LLP. We are currently under the duty of diligence before the USPTO in this petition matter under rule 37 C.F.R. 1.378(b).

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002 and Re-Examination 90/007,085 filed June 30, 2004. In conjunction with these matters, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Greenburg Traurig, LLP from you personally or your personal law firm from the time you left Pepe Hazard around May of 2001.
2. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from your personal law firm or individually, to or from Greenburg Traurig, or any other law firm or corporate entity or party.
3. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.
4. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter, we would greatly appreciate it.

October 17, 2006

Page 2

5. Copies of letters showing your dates employment with Greenburg Traurig, LLP.
6. Copies of any correspondence showing that you worked on Re-Examination 90/006,460 filed November 25, 2002.
7. Copies of any letters showing you entered private practice, in particular letters showing docketing of maintenance fees for the above referenced matters after leaving Pepe Hazard, LLP.

If you intend to be of assistance in this matter, please contact us by October 20, 2006.

Please do not hesitate to contact me via phone (703 740-8322 x101) or email ([tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



\_\_\_\_\_  
Timothy J. Maier  
Reg. No. 51,986

TJM:cjm:

Enclosure(s):

**MAIER & MAIER, PLLC**  
INTELLECTUAL PROPERTY LAW  
128 NORTH PITT STREET, SECOND FLOOR  
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web: [www.maierandmaier.com](http://www.maierandmaier.com)

October 17, 2006

Mr. Richard A. Rosenbaum / Chris Bianco IP docketing Specialist  
Greenberg Traurig, LLP  
MetLife Building,  
200 Park Avenue,  
New York, NY 10166

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC / Dr. Stephen Colvin

---

Dear Mr. Rosenbaum and Mr. Bianco:

Further to our letter of September 26, 2006 (attached) we have received no information from your firm regarding the above-referenced matter. We are currently under the duty of diligence before the USPTO in this petition matter under rule 37 C.F.R. 1.378(b).

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002 and Re-Examination 90/007,085 filed June 30, 2004. In conjunction with these matters, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Dates Mr. Todd S. Sharinn was employed by Greenburg, Traurig, LLP.
2. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Todd S. Sharinn.
3. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from Todd S. Sharinn's personal law firm or individually to Greenburg Traurig, transfer to or from Thelen, Reid & Priest from Greenburg Traurig or any other law firm or corporate entity or party.
4. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.
5. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter, we would greatly appreciate it.

October 17, 2006

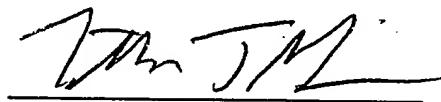
Page 2

If you intend to be of assistance in this matter, please contact us by October 20, 2006.

If you have any questions or need clarification regarding the information I am requesting please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com). We greatly appreciate any information, data or records that you may be able to provide to us to comply with our diligence requirements.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



Timothy J. Maier  
Reg. No. 51986

TJM:cjm:

Enclosure(s):Sept. 26, 2006 letter

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web: [www.maierandmaier.com](http://www.maierandmaier.com)

October 23, 2006

Dennis C. Fleischmann  
Bryan Cave LLP  
1290 Avenue of the Americas  
New York, NY 10104-3300

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC / Dr. Stephen Colvin

---

Dear Mr. Fleischmann:

We are currently under the duty of diligence before the USPTO a petition matter under rule 37 C.F.R. 1.378(b) for the above-referenced matter.

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002 and Re-Examination 90/007,085 filed June 30, 2004. In conjunction with these matters, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Dates Mr. Todd S. Sharinn was employed by Bryan Cave, LLP.
2. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Todd S. Sharinn.
3. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from Todd S. Sharinn's personal law firm or individually to Greenburg Traurig, transfer to or from Thelen, Reid & Priest from Greenburg Traurig or any other law firm or corporate entity or party.
4. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.

5. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter, we would greatly appreciate it.

If you intend to be of assistance in this matter, please contact us by October 27, 2006.

If you have any questions or need clarification regarding the information I am requesting please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com). We greatly appreciate any information, data or records that you may be able to provide to us to comply with our diligence requirements.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



---

Timothy J. Maier  
Reg. No. 51986

**Timothy J. Maier**

---

**From:** "Haracz, Stephen M." <smharacz@BryanCave.com>  
**To:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**Cc:** "Fleischmann, Dennis C." <dcfleischmann@BryanCave.com>; "Londono, Christina M." <cmlondono@BryanCave.com>  
**Sent:** Tuesday, October 24, 2006 3:20 PM  
**Subject:** RE: US patent 6,066,160 to Colvin et al.

todd sharinn's departure date from bryan cave was 10/29/98.

Stephen M. Haracz, Esq.  
BRYAN CAVE LLP  
1290 Avenue of the Americas  
New York, N.Y. 10104  
Phone: 212-541-1271  
Fax: 212-541-4630  
[smharacz@bryancave.com](mailto:smharacz@bryancave.com)  
[www.bryancave.com](http://www.bryancave.com)

-----Original Message-----

**From:** Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
**Sent:** Tuesday, October 24, 2006 2:57 PM  
**To:** Haracz, Stephen M.  
**Cc:** Fleischmann, Dennis C.; Londono, Christina M.  
**Subject:** Re: US patent 6,066,160 to Colvin et al.

Dear Colleagues,

Thank you for your response and suggestions. Pepe Hazard and Greenberg Traurig and other individuals and entities have already been contacted regarding this matter.

It is our understanding that Todd Sharinn was representing the patent owner during a time that he was employed at Bryan Cave on 11/22/02. Please see the attached document. It would be helpful to us to get the dates Todd Sharinn was employed so that we can establish our timeline for this petition.

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,  
Tim Maier

---

-----  
Timothy J. Maier\*  
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(Cell) 703.999.5880

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\* Admitted in the Commonwealth of Virginia and registered to practice before the United States Patent Office (PTO).

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-----Original Message-----

**From:** Haracz, Stephen M.

**To:** [tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)

**Cc:** Fleischmann, Dennis C. ; Londono, Christina M.

**Sent:** Tuesday, October 24, 2006 1:35 PM

**Subject:** RE: US patent 6,066,160 to Colvin et al.

dear mr maier:

with regard to your inquiry directed to mr. fleischmann, we have found no record of the patent or underlying application in our docketing system. suggest you contact pepe & hazard or greenberg traurig.

Stephen M. Haracz, Esq.

BRYAN CAVE LLP

1290 Avenue of the Americas

New York, N.Y. 10104

Phone: 212-541-1271

Fax: 212-541-4630

[smharacz@bryancave.com](mailto:smharacz@bryancave.com)

[www.bryancave.com](http://www.bryancave.com)

-----Original Message-----

**From:** Fleischmann, Dennis C.

**Sent:** Tuesday, October 24, 2006 8:11 AM

**To:** Haracz, Stephen M.

**Subject:** FW: US patent 6,066,160 to Colvin et al.

**Importance:** High

Do you know where this should be directed?

-----Original Message-----

**From:** Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
**Sent:** Monday, October 23, 2006 6:34 PM  
**To:** Fleischmann, Dennis C.  
**Subject:** US patent 6,066,160 to Colvin et al.  
**Importance:** High

Dear Mr. Fleischmann,

Please see a copy of the attached correspondence. If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Tim Maier

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
(Office) 703.740.8322 x101  
(Cell) 703.999.5880  
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[www.maierandmaier.com](http://www.maierandmaier.com)

\*Admitted in the Commonwealth of Virginia and registered to practice before the United States Patent Office (PTO).

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Timothy J. Maier

---

**From:** "Haracz, Stephen M." <smharacz@BryanCave.com>  
**To:** <tjm@maierandmaier.com>  
**Cc:** "Fleischmann, Dennis C." <dcfleischmann@BryanCave.com>; "Londono, Christina M." <cmlondono@BryanCave.com>  
**Sent:** Tuesday, October 24, 2006 1:35 PM  
**Subject:** RE: US patent 6,066,160 to Colvin et al.

dear mr maier:

with regard to your inquiry directed to mr. fleischmann, we have found no record of the patent or underlying application in our docketing system. suggest you contact pepe & hazard or greenberg traurig.

Stephen M. Haracz, Esq.  
BRYAN CAVE LLP  
1290 Avenue of the Americas  
New York, N.Y. 10104  
Phone: 212-541-1271  
Fax: 212-541-4630  
[smharacz@bryancave.com](mailto:smharacz@bryancave.com)  
[www.bryancave.com](http://www.bryancave.com)

-----Original Message-----

**From:** Fleischmann, Dennis C.  
**Sent:** Tuesday, October 24, 2006 8:11 AM  
**To:** Haracz, Stephen M.  
**Subject:** FW: US patent 6,066,160 to Colvin et al.  
**Importance:** High

Do you know where this should be directed?

-----Original Message-----

**From:** Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
**Sent:** Monday, October 23, 2006 6:34 PM  
**To:** Fleischmann, Dennis C.  
**Subject:** US patent 6,066,160 to Colvin et al.  
**Importance:** High

Dear Mr. Fleischmann,

Please see a copy of the attached correspondence. If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,  
Tim Maier

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
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[www.maierandmaier.com](http://www.maierandmaier.com)

\*Admitted in the Commonwealth of Virginia and registered to practice before the United States Patent Office (PTO).

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October 26, 2006

Sheila P. Klapatch  
Pepe & Hazard LLP  
225 Asylum St.  
Hartford, CT 06103

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC

Dear Ms. Klapatch or To whom it may Concern:

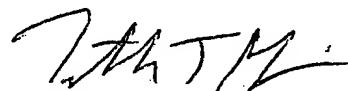
Further to our letter dated October 17, 2006, a more complete investigation into this matter shows that under 37 C.F.R. 1.36 and 1.363 Pepe & Hazard LLP still shows up (per the USPTO Website) as the "Fee Address" for payment of maintenance fees.

More specifically, the law firm of Thelen, Reid & Priest LLP has indicated to us that they are not the responsible party for payment of the maintenance fees. Their position is that they only have power of attorney for the Re-examination proceedings for the above-referenced patent. Further, their position is that we should look to Pepe & Hazard LLP for failure to pay the above-referenced maintenance fees. Likewise, we currently believe that Pepe & Hazard LLP may still have some responsibility for this matter.

Please provide us any additional documentation that may indicate that Pepe & Hazard, LLP is not responsible for payment of the maintenance fees in contrast to what is shown on the USPTO website. We look forward to your response. We may be in touch in the future should we require any assistance.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



Timothy J. Maier  
Reg. No. 51986

TJM:cjm:  
Enclosure(s):

**MAIER & MAIER, PLLC**  
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web: [www.maierandmaier.com](http://www.maierandmaier.com)

Sent via Email and Courier

October 26, 2006

Mr. Robert M. Blum  
Thelen Reid & Priest LLP  
101 Second Street  
Suite 1800  
San Francisco, CA 94105

**CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION**

RE: U.S. Patent No. 6,066,160 of Quickie, LLC, Dr. Stephen Colvin

---

Dear Mr. Blum:

Further to our letters of September 26, 2006 and October 17, 2006 to Mr. Robert Krebbs, we have received no direct correspondence from your firm regarding the above-referenced matter. We are currently under the duty of diligence before the USPTO in this petition matter under rule 37 C.F.R. 1.378(b).

Accordingly, we need any and all information related to Application No. 09/198,087, U.S. Patent No. 6,066,160, Re-Examination 90/006,460 filed November 25, 2002, and Re-Examination 90/007,085 filed June 30, 2004. In addition, to establish ownership and responsibility for these matters, we also immediately need the following information:

1. Copies of any file engagement agreement/ law firm agreement/ client retainer or fee agreement with Quickie, LLC / Alan Fell / Dr. Colvin / and/or Todd S. Sharinn, Greenburg Traurig, LLP, or Medtronic Inc.
2. Copies of any file transfer letters relating to the above-referenced matters, including but not limited to, transfer to or from Todd S. Sharinn's personal law firm or individually, to or from Greenburg Traurig LLP, or any other law firm or corporate entity or party.
3. Copies of any docketing records relating to any of the above-referenced matters that were maintained on Greenburg's docketing system at any time.

4. Copies of any correspondence related to the handling or transfer of Quickie, LLC's/ Alan Fell's/ Dr. Colvin's patent, or any other relevant documents or records that you could provide regarding this matter.

5.

We are aware that your firm filed and prosecuted for the subject patent Re-Examination 90/007,085 which was merged with a prior filed Re-Examination 90/006,460, during the two-year window for timely filing a 37 C.F.R. 1.378 (c) unintentional petition. Additionally, we have carefully reviewed the power of attorney and change of correspondence address your firm filed in this case, and USPTO rules 1.36, 1.363 and 1.33 governing these matters.

Please do not hesitate to contact me via phone (703 740-8322 x101) or email (tjm@maierandmaier.com) if you would like to discuss this matter with me. We greatly appreciate any information, data or records that you may be able to provide to us to assist in establishing our timeline for the above-referenced petition.

With best regards,

Very truly yours,  
MAIER & MAIER, PLLC



Timothy J. Maier  
Reg. No. 51,986

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State CA Zip 94105



**Timothy J. Maier**

---

**From:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**To:** "Blum, Robert" <rblum@thelenreid.com>  
**Sent:** Wednesday, November 08, 2006 4:54 PM  
**Attach:** MPEP 2250 III.pdf  
**Subject:** Re: USP 6,066,160

Dear Mr. Blum,

Further to my email of October 26, 2006, we respectfully ask that Thelen Reid (TRP) provide information, or a declaration for, TRP's procedures for receiving issued U.S. Patent files, with or pursuant to a Power of Attorney naming TRP as a firm or members thereof, and TRP's policies for reviewing issued US patent files for docketing any maintenance fee payments and any post-issuance responsibility. We also request copies of the above-referenced records.

I also respectfully direct your attention to the attached copies of MPEP 2250 III and MPEP 2234 showing that one cannot amend claims in an expired patent. The public record shows that TRP improperly amended the claims after the patent had expired in stark contrast to the teachings in the above-referenced MPEP chapters. We look forward to your response and any documents you can provide.

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,  
Tim Maier

----- Original Message -----

**From:** Blum, Robert  
**To:** Timothy J. Maier  
**Sent:** Thursday, October 26, 2006 1:23 PM  
**Subject:** RE: USP 6,066,160

Thank you. I will look into this, and we will respond substantively as soon as possible.

**Robert M. Blum**  
Partner and General Counsel  
Thelen Reid & Priest LLP  
101 Second Street, Suite 1800  
San Francisco, CA 94105-3606  
Main Phone: 415.371.1200  
Main Fax: 415.371.1211  
Direct Phone: 415.369.7277  
Direct Fax: 415.369.8615  
[rblum@thelenreid.com](mailto:rblum@thelenreid.com)

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=====

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-----Original Message-----

**From:** Timothy J. Maier [mailto:[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)]  
**Sent:** Thursday, October 26, 2006 7:30 AM  
**To:** Blum, Robert  
**Subject:** USP 6,066,160  
**Importance:** High

Dear Mr. Blum,

Please see the attached correspondence. Confirmation via courier.

Best Regards,

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
(Office) 703.740.8322 x101  
(Cell) 703.999.5880  
(Fax) 703.991.7071  
[www.maierandmaier.com](http://www.maierandmaier.com)

\*Admitted in the Commonwealth of Virginia and registered to practice before the United States Patent Office (PTO).

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**Timothy J. Maier**

---

**From:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**To:** <todd.s.sharinn@bakernet.com>  
**Sent:** Wednesday, November 08, 2006 5:03 PM  
**Subject:** USP 6,066,160

Dear Todd,

Further to my voice mail of Oct. 20th and today, we have not received any information from you. We look forward to receiving any documents that you may have regarding this matter or any response.

Please do not hesitate to contact me at the below numbers.

Best Regards,  
Tim Maier

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
(Office) 703.740.8322 x101  
(Cell) 703.999.5880  
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**Timothy J. Maier**

---

**From:** "Timothy J. Maier" <tjm@maierandmaier.com>  
**To:** <BeigheyD@gtlaw.com>  
**Sent:** Wednesday, November 08, 2006 4:23 PM  
**Attach:** SCAN2452\_000.pdf  
**Subject:** Re: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dear Ms. Beighey,

I left you a vmail. Please give me a call at your earliest convenience. We need copies of GT's docketing records for the attached case. It shows GT's docketing number and customer number.

Best Regards,  
Tim Maier

---

Timothy J. Maier\*  
Maier & Maier, PLLC  
128 North Pitt Street, 2nd Floor  
Alexandria, VA 22314  
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e-mail message, as well as any attachment thereto, for viruses. We take no responsibility

and have no liability for any computer virus in this email.

----- Original Message -----

From: <[BeigheyD@gtlaw.com](mailto:BeigheyD@gtlaw.com)>  
To: <[tjm@maierandmaier.com](mailto:tjm@maierandmaier.com)>  
Sent: Friday, October 20, 2006 4:06 PM  
Subject: U.S. Patent No. 6,066,160 of Quickie, LLC/Dr. Stephen Colvin

Dear Mr. Maier, As we discussed this afternoon, the attached correspondence has been forwarded to me in my capacity as assistant general counsel for Greenberg Traurig, LLP ("Greenberg Traurig"). We will be reviewing the applicable files and will get back to you with our response to your request for documents as soon as possible. In the

meantime, if there is anything that you would like to discuss further,  
please feel free to contact me by e-mail or phone (305/579-0795).  
Thank you, Dawn Beighey

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

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## II. MAILING

A transmittal form with the requester's address will be used to forward copies of Office actions (and any references cited in the Office actions) to the requester. Whenever an Office action is issued, a copy of this form will be made and attached to a copy of the Office action. The use of this form removes the need to retype the requester's address each time a mailing is required. When the patent owner is the requester, no such form is needed.

\*\*

### 2234 Entry of Amendments [R-3]

*37 CFR 1.121. Manner of making amendments in applications.*

\*\*\*\*\*

(j) *Amendments in reexamination proceedings.* Any proposed amendment to the description and claims in patents involved in reexamination proceedings must be made in accordance with § 1.530.

\*\*\*\*\*

*37 CFR 1.530. Statement by patent owner in ex parte reexamination; amendment by patent owner in ex parte or inter partes reexamination; inventorship change in ex parte or inter partes reexamination.*

\*\*\*\*\*

(d) *Making amendments in a reexamination proceeding.* A proposed amendment in an *ex parte* or an *inter partes* reexamination proceeding is made by filing a paper directing that proposed specified changes be made to the patent specification, including the claims, or to the drawings. An amendment paper directing that proposed specified changes be made in a reexamination proceeding may be submitted as an accompaniment to a request filed by the patent owner in accordance with § 1.510(e), as part of a patent owner statement in accordance with paragraph (b) of this section, or, where permitted, during the prosecution of the reexamination proceeding pursuant to § 1.550(a) or § 1.937.

(1) *Specification other than the claims.* Changes to the specification, other than to the claims, must be made by submission of the entire text of an added or rewritten paragraph including markings pursuant to paragraph (f) of this section, except that an entire paragraph may be deleted by a statement deleting the paragraph, without presentation of the text of the paragraph. The precise point in the specification must be identified where any added or rewritten paragraph is located. This paragraph applies whether the amendment is submitted on paper or compact disc (see §§ 1.96 and 1.825).

(2) *Claims.* An amendment paper must include the entire text of each patent claim which is being proposed to be changed by such amendment paper and of each new claim being proposed

to be added by such amendment paper. For any claim changed by the amendment paper, a parenthetical expression "amended," "twice amended," etc., should follow the claim number. Each patent claim proposed to be changed and each proposed added claim must include markings pursuant to paragraph (f) of this section, except that a patent claim or proposed added claim should be canceled by a statement canceling the claim, without presentation of the text of the claim.

(3) *Drawings.* Any change to the patent drawings must be submitted as a sketch on a separate paper showing the proposed changes in red for approval by the examiner. Upon approval of the changes by the examiner, only new sheets of drawings including the changes and in compliance with § 1.84 must be filed. Amended figures must be identified as "Amended," and any added figure must be identified as "New." In the event a figure is canceled, the figure must be surrounded by brackets and identified as "Canceled."

(4) The formal requirements for papers making up the reexamination proceeding other than those set forth in this section are set out in § 1.52.

(e) *Status of claims and support for claim changes.* Whenever there is an amendment to the claims pursuant to paragraph (d) of this section, there must also be supplied, on pages separate from the pages containing the changes, the status (*i.e.*, pending or canceled), as of the date of the amendment, of all patent claims and of all added claims, and an explanation of the support in the disclosure of the patent for the changes to the claims made by the amendment paper.

(f) *Changes shown by markings.* Any changes relative to the patent being reexamined which are made to the specification, including the claims, must include the following markings:

(1) The matter to be omitted by the reexamination proceeding must be enclosed in brackets; and

(2) The matter to be added by the reexamination proceeding must be underlined.

(g) *Numbering of patent claims preserved.* Patent claims may not be renumbered. The numbering of any claims added in the reexamination proceeding must follow the number of the highest numbered patent claim.

(h) *Amendment of disclosure may be required.* The disclosure must be amended, when required by the Office, to correct inaccuracies of description and definition, and to secure substantial correspondence between the claims, the remainder of the specification, and the drawings.

(i) *Amendments made relative to patent.* All amendments must be made relative to the patent specification, including the claims, and drawings, which are in effect as of the date of filing the request for reexamination.

(j) *No enlargement of claim scope.* No amendment may enlarge the scope of the claims of the patent or introduce new matter. No amendment may be proposed for entry in an expired patent. Moreover, no amendment, other than the cancellation of claims, will be incorporated into the patent by a certificate issued after the expiration of the patent.

(k) *Amendments not effective until certificate.* Although the Office actions will treat proposed amendments as though they

have been entered, the proposed amendments will not be effective until the reexamination certificate is issued.

\*\*\*\*\*

Amendments which comply with 37 CFR 1.530(d) through (j) >(and are formally presented pursuant to 37 CFR 1.52(a) and (b), and contain all fees required by 37 CFR 1.20(c)) are entered in the reexamination file.

For an IFW reexamination file, the amendment will be entered as follows:

(A) The amendment paper is designated by consecutive letters of the alphabet (A, B, C, etc.);

(B) Each entry in the amendment paper will be blocked by two lines, and given a successive number (for amendment A, the numbers would be A1, A2, A3, etc.);

(C) A copy of the claims filed with the request (which should be the copy in the printed patent) and the patent pages containing paragraphs being revised will be printed from the IFW file history;

(D) A line will be drawn through any claim(s) or paragraph(s) amended with the substituted copy being indicated by the reference letter and number (e.g., A1, A2, A3) of the amendment paper;

(E) Canceled claim(s) or paragraph(s) which are part of the patent are surrounded by brackets (i.e., a bracket placed at the beginning and end of each canceled claim or paragraph of the patent). They are not lined through;

(F) The marked up copy of the claims filed with the request and the patent pages containing paragraphs being revised are scanned into the IFW file history;

(G) The marked up amendment document is scanned into the IFW file history.

For a reexamination file that is maintained in paper:

An amendment is given a Paper No. and is designated by consecutive letters of the alphabet (A, B, C, etc.). The< amendment will be entered by drawing a line in red ink through (A) any claim(s) or paragraph(s) amended and (B) the claim(s) or paragraph(s) canceled which are not part of the patent, and the substituted copy being indicated by reference letter. Canceled claim(s) or paragraph(s) which are part of the patent should not be lined through, but rather marked with brackets (i.e., a bracket placed at the beginning and end of each canceled claim or para-

graph of the patent). Patent claims must not be renumbered, and the numbering of the claims added during reexamination must follow the number of the highest numbered patent claim.

*ALL* amendments in reexamination proceedings, including examiner's amendments made at the time when the Notice of Intent to Issue *Ex Parte* Reexamination Certificate (NIRC) is prepared (37 CFR 1.121(g) does not apply in reexamination proceedings), must be presented in the form of a full copy of the text of each claim which is amended and each paragraph of the description which is amended. In other words, the entire claim or paragraph must be presented for any amendment of the claim or paragraph.

If a portion of the text is amended more than once, each amendment should indicate *ALL* of the changes (insertions and deletions) in relation to the current text of the patent under reexamination.

Although amendments will be entered for purposes of examination, the amendments are not legally effective until the reexamination certificate is issued.

See MPEP § 2250 for manner of making amendments by patent owner and for examples of proper claim amendment format. For clerical handling of amendments, see MPEP § 2270. See also MPEP § 2221 for amendments included in the request by the patent owner. For entry of amendments in a merged proceeding, see MPEP § 2283 and § 2285.

## 2235 Record Systems [R-5]

### PALM — MONITORING SYSTEMS

The Patent Application Locating and Monitoring (PALM) system is used to support the reexamination process. The sections below delineate PALM related activities.

(A) *Reexamination File Data on PALM* — The routine PALM retrieval transactions are used to obtain data on reexamination files. From the USPTO Intranet site <http://ptoweb/ptointranet/index.htm>, Office staff can click on "PALM" and then "General Information" which opens the PALM INTRANET General Information Display. From here, enter the patent number in the box labeled Patent #. Then click on "Search" and when the "Patent Number Information" appears, click on "Continuity Data" to obtain the reexamination number.

This will permit reexamination of the proceeding to proceed pursuant to 37 CFR 1.550(a).<

## 2250 Amendment by Patent Owner [R-5]

*37 CFR 1.121. Manner of making amendments in application.*

\*\*\*\*\*

(j) *Amendments in reexamination proceedings.* Any proposed amendment to the description and claims in patents involved in reexamination proceedings must be made in accordance with § 1.530.

*37 CFR 1.530. Statement by patent owner in ex parte reexamination; amendment by patent owner in ex parte or inter partes reexamination; inventorship change in ex parte or inter partes reexamination.*

\*\*\*\*\*

(d) *Making amendments in a reexamination proceeding.* A proposed amendment in an *ex parte* or an *inter partes* reexamination proceeding is made by filing a paper directing that proposed specified changes be made to the patent specification, including the claims, or to the drawings. An amendment paper directing that proposed specified changes be made in a reexamination proceeding may be submitted as an accompaniment to a request filed by the patent owner in accordance with § 1.510(e), as part of a patent owner statement in accordance with paragraph (b) of this section, or, where permitted, during the prosecution of the reexamination proceeding pursuant to § 1.550(a) or § 1.937.

(1) *Specification other than the claims.* Changes to the specification, other than to the claims, must be made by submission of the entire text of an added or rewritten paragraph including markings pursuant to paragraph (f) of this section, except that an entire paragraph may be deleted by a statement deleting the paragraph, without presentation of the text of the paragraph. The precise point in the specification must be identified where any added or rewritten paragraph is located. This paragraph applies whether the amendment is submitted on paper or compact disc (*see §§ 1.96 and 1.825*).

(2) *Claims.* An amendment paper must include the entire text of each patent claim which is being proposed to be changed by such amendment paper and of each new claim being proposed to be added by such amendment paper. For any claim changed by the amendment paper, a parenthetical expression "amended," "twice amended," etc., should follow the claim number. Each patent claim proposed to be changed and each proposed added claim must include markings pursuant to paragraph (f) of this section, except that a patent claim or proposed added claim should be canceled by a statement canceling the claim, without presentation of the text of the claim.

(3) *Drawings.* Any change to the patent drawings must be submitted as a sketch on a separate paper showing the proposed changes in red for approval by the examiner. Upon approval of the changes by the examiner, only new sheets of drawings including the changes and in compliance with § 1.84 must be filed.

Amended figures must be identified as "Amended," and any added figure must be identified as "New." In the event a figure is canceled, the figure must be surrounded by brackets and identified as "Canceled."

(4) The formal requirements for papers making up the reexamination proceeding other than those set forth in this section are set out in § 1.52.

(e) *Status of claims and support for claim changes.* Whenever there is an amendment to the claims pursuant to paragraph (d) of this section, there must also be supplied, on pages separate from the pages containing the changes, the status (*i.e.*, pending or canceled), as of the date of the amendment, of all patent claims and of all added claims, and an explanation of the support in the disclosure of the patent for the changes to the claims made by the amendment paper.

(f) *Changes shown by markings.* Any changes relative to the patent being reexamined which are made to the specification, including the claims, must include the following markings:

(1) The matter to be omitted by the reexamination proceeding must be enclosed in brackets; and

(2) The matter to be added by the reexamination proceeding must be underlined.

(g) *Numbering of patent claims preserved.* Patent claims may not be renumbered. The numbering of any claims added in the reexamination proceeding must follow the number of the highest numbered patent claim.

(h) *Amendment of disclosure may be required.* The disclosure must be amended, when required by the Office, to correct inaccuracies of description and definition, and to secure substantial correspondence between the claims, the remainder of the specification, and the drawings.

(i) *Amendments made relative to patent.* All amendments must be made relative to the patent specification, including the claims, and drawings, which are in effect as of the date of filing the request for reexamination.

(j) *No enlargement of claim scope.* No amendment may enlarge the scope of the claims of the patent or introduce new matter. No amendment may be proposed for entry in an expired patent. Moreover, no amendment, other than the cancellation of claims, will be incorporated into the patent by a certificate issued after the expiration of the patent.

(k) *Amendments not effective until certificate.* Although the Office actions will treat proposed amendments as though they have been entered, the proposed amendments will not be effective until the reexamination certificate is issued.

\*\*\*\*\*

*37 CFR 1.52. Language, paper, writing, margins, compact disc specifications.*

(a) *Papers that are to become a part of the permanent United States Patent and Trademark Office records in the file of a patent application or a reexamination proceeding.*

(1) All papers, other than drawings, that are submitted on paper or by facsimile transmission, and are to become a part of the permanent United States Patent and Trademark Office records in the file of a patent application or reexamination proceeding, must

be on sheets of paper that are the same size, not permanently bound together, and:

- (i) Flexible, strong, smooth, non-shiny, durable, and white;
- (ii) Either 21.0 cm by 29.7 cm (DIN size A4) or 21.6 cm by 27.9 cm (8 1/2 by 11 inches), with each sheet including a top margin of at least 2.0 cm (3/4 inch), a left side margin of at least 2.5 cm (1 inch), a right side margin of at least 2.0 cm (3/4 inch), and a bottom margin of at least 2.0 cm (3/4 inch);
- (iii) Written on only one side in portrait orientation;
- (iv) Plainly and legibly written either by a typewriter or machine printer in permanent dark ink or its equivalent; and
- (v) Presented in a form having sufficient clarity and contrast between the paper and the writing thereon to permit the direct reproduction of readily legible copies in any number by use of photographic, electrostatic, photo-offset, and microfilming processes and electronic capture by use of digital imaging and optical character recognition.

(2) All papers that are submitted on paper or by facsimile transmission and are to become a part of the permanent records of the United States Patent and Trademark Office should have no holes in the sheets as submitted.

(3) The provisions of this paragraph and paragraph (b) of this section do not apply to the pre-printed information on paper forms provided by the Office, or to the copy of the patent submitted on paper in double column format as the specification in a reissue application or request for reexamination.

(4) See § 1.58 for chemical and mathematical formulae and tables, and § 1.84 for drawings.

(5) Papers that are submitted electronically to the Office must be formatted and transmitted in compliance with the Office's electronic filing system requirements.

(b) *The application (specification, including the claims, drawings, and oath or declaration) or reexamination proceeding and any amendments or corrections to the application or reexamination proceeding.*

(1) The application or proceeding and any amendments or corrections to the application (including any translation submitted pursuant to paragraph (d) of this section) or proceeding, except as provided for in § 1.69 and paragraph (d) of this section, must:

- (i) Comply with the requirements of paragraph (a) of this section; and
- (ii) Be in the English language or be accompanied by a translation of the application and a translation of any corrections or amendments into the English language together with a statement that the translation is accurate.

(2) The specification (including the abstract and claims) for other than reissue applications and reexamination proceedings, and any amendments for applications (including reissue applications) and reexamination proceedings to the specification, except as provided for in §§ 1.821 through 1.825, must have:

- (i) Lines that are 1 1/2 or double spaced;
- (ii) Text written in a nonscript type font (e.g., Arial, Times Roman, or Courier, preferably a font size of 12) lettering style having capital letters which should be at least 0.3175 cm. (0.125 inch) high, but may be no smaller than 0.21 cm. (0.08 inch) high (e.g., a font size of 6); and

(iii) Only a single column of text.

(3) The claim or claims must commence on a separate physical sheet or electronic page (§ 1.75(h)).

(4) The abstract must commence on a separate physical sheet or electronic page or be submitted as the first page of the patent in a reissue application or reexamination proceeding (§ 1.72(b)).

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Amendments to the patent (one which has not expired) may be filed by the patent owner with his or her request. See MPEP § 2221. Such amendments, however, may not enlarge the scope of a claim of the patent or introduce new matter. Amended or new claims which broaden or enlarge the scope of a claim of the patent should be rejected under 35 U.S.C. 305. The test for when an amended or "new claim enlarges the scope of an original claim under 35 U.S.C. 305 is the same as that under the 2-year limitation for reissue applications adding enlarging claims under 35 U.S.C. 251, last paragraph." *In re Freeman*, 30 F.3d 1459, 1464, 31 USPQ2d 1444, 1447 (Fed. Cir. 1994). See MPEP § 2258 for a discussion of enlargement of claim scope. For handling of new matter, see MPEP § 2270. Amendments proposed in a reexamination will normally be entered and be considered to be entered for purposes of prosecution before the Office (if they are timely and comply with the rules); however, the amendments do not become effective in the patent until the reexamination certificate under 35 U.S.C. 307 is issued.

No amendment will be permitted where the certificate issues after expiration of the patent. See 37 CFR 1.530(d)(3). The patent expiration date for a utility patent, for example, is determined by taking into account the term of the patent, whether maintenance fees have been paid for the patent, whether any disclaimer was filed as to the patent to shorten its term, any patent term extensions or adjustments for delays within the USPTO under 35 U.S.C. 154 (see MPEP § 2710 *et seq.*), and any patent term extensions available under 35 U.S.C. 156 for premarket regulatory review (see MPEP § 2750 *et. seq.*). Any other relevant information should also be taken into account.

*Amendment Entry* — Amendments which comply with 37 CFR 1.530(d)-(j) (and are formally presented pursuant to 37 CFR 1.52(a) and (b), and contain all fees required by 37 CFR 1.20(c)) will be entered in

the reexamination file pursuant to the guidelines set forth in MPEP § 2234.

## I. MANNER OF MAKING AMENDMENTS IN REEXAMINATION PROCEEDINGS

Amendments made in a reexamination proceeding must comply with the formal requirements of 37 CFR 1.52(a) and (b), as do all papers that are to become a part of the permanent USPTO file records in a patent application or proceeding. If an amendment is submitted to add claims to the patent being reexamined (i.e., to provide new claims), then excess claim fees pursuant to 37 CFR 1.20(c)(3) and (4) may be applicable to the presentation of the added claims. See MPEP § 2250.03. In addition, the provisions of 37 CFR 1.530(d)-(k) uniquely apply to amendments in both *ex parte* and *inter partes* reexamination proceedings, as follows.

### A. The Specification

37 CFR 1.530(d)(1) relates to the manner of making amendments to the reexamination "specification" (other than the claims). It is not to be used for making amendments to the claims or the drawings.

37 CFR 1.530(d)(1) requires that all amendments, which include any deletions or additions, must be made by submission of the full text of any paragraph to be changed in any manner, with markings (brackets and underlining) showing the changes. It should be noted that examiner's amendments made at the time when the Notice of Intent to Issue Reexamination Certificate (NIRC) is prepared also require the full text of any paragraph to be changed, with markings. The exception for examiner's amendment set forth in 37 CFR 1.121(g) does not apply to examiner's amendments in reexamination proceedings. It should further be noted that the requirement of 37 CFR 1.530(d)(1) applies regardless of whether the amendment is submitted on paper or on compact disc (pursuant to 37 CFR 1.96 or 1.825). The only exception to this requirement is that an entire paragraph of specification text may be deleted from the specification by a statement deleting the paragraph without the presentation of the text of the paragraph.

In accordance with 37 CFR 1.530(d)(1), all paragraphs which are added to the specification must be submitted as completely underlined.

37 CFR 1.530(d)(1) requires that the precise point where each amendment is to be made must be indicated.

37 CFR 1.530(d)(1) defines the "markings" by reference to 37 CFR 1.530(f) as being brackets for deletion and underlining for addition. All bracketing and underlining is made in comparison to the original patent; not in comparison with the prior amendment.

Where a change is made in one sentence, paragraph or page of the patent, and the change increases or decreases the size of the sentence, paragraph or page, this will have no effect on the body of the reexamination "specification" (the copy of the patent). This is because all insertions are made as blocked additions of paragraphs, which are not physically inserted within the specification papers. Rather, each blocked paragraph is assigned a letter and number, and a caret written in the specification papers indicates where the blocked paragraph is to be incorporated. Therefore, a reexamination patent owner need not be concerned with page formatting considerations when presenting amendments to the Office.

### B. The Claims

37 CFR 1.530(d)(2) relates to the manner of making amendments to the claims in a reexamination proceeding. It is not to be used for making amendments to the remainder of the specification or to the drawings.

37 CFR 1.530(d)(2) requires that:

(A) for each claim that is proposed to be amended by the amendment paper being submitted (the current amendment paper), the entire text of the claim must be presented with appropriate markings showing the changes to the claim;

(B) for each proposed new claim which is added in the reexamination by the amendment paper being submitted (the current amendment paper), the entire text of the proposed new claim must be presented and it must be underlined throughout;

(C) a patent claim is canceled by a direction to cancel that claim, there is no need to present the text of the patent claim surrounded by brackets; and

(D) a proposed new claim (previously added in the reexamination) is canceled by a direction to cancel that claim.

It should be noted that examiner's amendments made at the time when the Notice of Intent to Issue Reexamination Certificate (NIRC) is prepared also require the full text of any claim to be changed, with markings. The exception for examiner's amendment set forth in 37 CFR 1.121(g) does not apply to examiner's amendments in reexamination proceedings. It should further be noted that the requirements of 37 CFR 1.530(d)(2) apply regardless of whether the amendment is submitted on paper or on compact disc (pursuant to 37 CFR 1.96 or 1.825).

In accordance with 37 CFR 1.530(e), each amendment submitted must set forth the status of all patent claims and all added claims as of the date of the submission. The status to be set forth is whether the claim is pending, or canceled. The failure to submit the claim status will generally result in a notification to the patent owner of an informal response (see MPEP § 2266.02) prior to final rejection. Such an amendment submitted after final rejection will not be entered.

Also in accordance with 37 CFR 1.530(e), each claim amendment must be accompanied by an explanation of the support in the disclosure of the patent for the amendment (i.e., support for the changes made in the claim(s), support for any insertions and deletions). The failure to submit an explanation will generally result in a notification to the patent owner that the amendment prior to final rejection is not completely responsive since the failure to set forth the support in the disclosure goes to the merits of the case (see MPEP § 2266.01). Such an amendment submitted after final rejection will not be entered.

37 CFR 1.530(f) identifies the type of markings required in the claim to be amended as underlining for added material and single brackets for material deleted.

37 CFR 1.530(g) states that original patent claims may not be renumbered. A patent claim retains its number even if it is canceled in the reexamination proceeding, and the numbering of any added claims must begin after the last original patent claim.

### C. *The Drawings*

With respect to amendment of the drawings in a reexamination proceeding, see MPEP § 2250.01.

Form paragraph 22.12 may be used to advise patent owner of the proper manner of making amendments in an *ex parte* reexamination proceeding.

#### D. *Form Paragraphs - Ex Parte Reexamination*

##### ¶ 22.12 Amendments Proposed in a Reexamination - 37 CFR 1.530(d)-(j)

Patent owner is notified that any proposed amendment to the specification and/or claims in this reexamination proceeding must comply with 37 CFR 1.530(d)-(j), must be formally presented pursuant to 37 CFR 1.52(a) and (b), and must contain any fees required by 37 CFR 1.20(c).

##### Examiner Note:

This paragraph may be used in the order granting reexamination and/or in the first Office action to advise patent owner of the proper manner of making amendments in a reexamination proceeding.

##### ¶ 22.13 Improper Amendment in an Ex Parte Reexamination - 37 CFR 1.530(d)-(j)

The amendment filed [1] proposes amendments to [2] that do not comply with 37 CFR 1.530(d)-(j), which sets forth the manner of making amendments in reexamination proceedings. A supplemental paper correctly proposing amendments in the present *ex parte* reexamination proceeding is required.

A shortened statutory period for response to this letter is set to expire ONE MONTH or THIRTY DAYS, whichever is longer, from the mailing date of this letter. If patent owner fails to timely correct this informality, the amendment will be held not to be an appropriate response, prosecution of the present *ex parte* reexamination proceeding will be terminated, and a reexamination certificate will issue. 37 CFR 1.550(d).

##### Examiner Note:

This paragraph may be used for any 37 CFR 1.530(d)-(j) informality as to a proposed amendment submitted in a reexamination proceeding prior to final rejection. After final rejection, the amendment should not be entered and patent owner informed of such in an advisory Office action using Form PTOL 467.

The cover sheet to be used for mailing the notification to the patent owner will be PTOL-473.

As an alternative to using form paragraph 22.13, it would also be appropriate to use form PTOL-475.

Note that if the informal amendment is submitted after final rejection, form paragraph 22.13 and form PTOL-475 should not be used. Rather an advisory Office action (using form PTOL-467) should be issued indicating that the amendment was not entered. In the "Other" section, it should be explained that the amendment was not entered because it does not comply with 37 CFR 1.530(d)-(j), which sets forth the

manner of making amendments in reexamination proceedings.

#### *E. Form Paragraphs - Inter Partes Reexamination*

See MPEP § 2666.01 for the form paragraphs to use in *inter partes* reexamination proceedings, in advising the patent owner as to the manner of making amendments.

### **II. ALL CHANGES ARE MADE *VIS-A-VIS* THE PATENT BEING REEXAMINED**

When a reexamination certificate is printed, all underlined matter is printed in italics and all brackets are printed as they were inserted in the proceeding in order to thereby show exactly which additions and deletions have been made in the patent via the reexamination proceeding. In accordance with 37 CFR 1.530(i), all amendments to the patent being reexamined must be made relative to the patent specification in effect as of the date of the filing of the request for reexamination. The patent specification includes the claims and drawings. If there was a prior change to the patent (made via a prior reexamination certificate, reissue of the patent, certificate of correction, etc.), the first amendment must be made relative to the patent specification as changed by the prior proceeding or other mechanism for changing the patent. All amendments subsequent to the first amendment must also be made relative to the patent specification in effect as of the date of the filing of the request for reexamination, and not relative to the prior amendment.

### **III. AMENDMENT AFTER THE PATENT HAS EXPIRED**

Pursuant to 37 CFR 1.530(j), “[n]o amendment may be proposed for entry in an expired patent.” Thus, if a patent expires during the pendency of a reexamination proceeding for a patent, all amendments to the patent claims and all claims added during the proceeding are withdrawn. This is carried out by placing a diagonal line across all amended and new claims (and text added to the specification) residing in the amendment papers. The patent owner should be notified of this in the next Office action. The Office action will hold the amendments to be improper, and

state that all subsequent reexamination will be on the basis of the unamended patent claims. This procedure is necessary since no amendments will be incorporated into the patent by a certificate after the expiration of the patent.

37 CFR 1.530(j) further states that “[m]oreover, no amendment, other than the cancellation of claims, will be incorporated into the patent by a certificate issued after the expiration of the patent.”

Thus, at the time the NIRC is to be issued, the examiner should ensure that all rejected and objected to claims are canceled. The examiner should issue an examiner’s amendment canceling any such claims not already canceled.

The cancellation of the original patent claims is the only “amendatory” change permitted in an expired patent.

### **IV. EXAMPLES**

A substantial number of problems arise in the Office because of improper submission of proposed amendments in reexamination proceedings. The following examples are provided to assist in the preparation of proper proposed amendments in reexamination proceedings.

#### **(A) Original Patent Description Or Patent Claim Amended**

(1) Specification - submit a copy of the entire paragraph (of the specification of the patent) being amended with underlining and bracketing. Thus, the amendment would be presented as follows:

Replace the paragraph beginning at column 4, line 23 with the following:

Scanning [is] are controlled by clocks which are, in turn, controlled from the display tube line synchronization. The signals resulting from scanning the scope of the character are delivered in parallel, then converted into serial mode through a shift register, wherein the shift signal frequency is controlled by a clock that is controlled from the display tube line synchronization.

(2) Claims - for changes to the patent claims, one must submit a copy of the entire patent claim with the amendments shown by underlining and bracketing. Thus, the amendment would be presented as follows:

Amend claim 6 as follows:

Claim 6. (amended), The apparatus of claim [5] 1 wherein the [first] second piezoelectric element is parallel to the [second] third piezoelectric element.

If the dependency of any original patent claim is to be changed by amendment, it is proper to make that original patent claim dependent upon a later filed higher numbered claim.

(B) Cancellation of Entire Claim(s)

(1) Original patent claim canceled - in writing, direct cancellation of the entire patent claim.

Cancel claim 6.

(2) Proposed new claim (previously added in the reexamination) canceled - in writing, direct cancellation of the entire claim.

Cancel claim 15.

(C) Presentation Of New Claims

Each proposed new claim (i.e., a claim not found in the patent, that is newly presented in the reexamination proceeding) should be presented with underlining throughout the claim.

Claim 7. The apparatus of claim 5 further comprising electrodes attaching to said opposite faces of the second and third piezoelectric elements.

Even though an original claim may have been canceled, the numbering of the original claims does not change. Accordingly, any added claims are numbered beginning with the next higher number than the number of claims in the original patent. If new claims have been added to the reexamination proceeding which are later canceled prior to the issuance of the reexamination certificate, the examiner will renumber, at the time of preparing the NIRC for subsequent issuance of the certificate, any remaining new claims in numerical order to follow the highest number of the claims in the original patent.

A claim number previously assigned to a new claim that has been canceled should not be reassigned to a different new claim during the reexamination proceeding. For example, if new claim 5 added in a prior amendment is canceled in a later amendment, a different new claim added in a later amendment during the reexamination proceeding would be claim 6. Of course, at the time of preparing the NIRC, claim 6

would be renumbered for issue of the reexamination certificate as claim 5.

(D) Amendment Of New Claims

An amendment of a new claim (i.e., a claim not found in the patent, that was previously presented in the reexamination proceeding) must present the entire text of the new claim containing the amendatory material, and it must be underlined throughout the claim. The presentation cannot contain any bracketing or other indication of what was in the previous version of the claim. This is because all changes in the reexamination are made *vis-a-vis* the original patent, and not in comparison with any prior amendment. Although the presentation of the amended claim does not contain any indication of what is changed from a previous version of the claim, patent owner must point out what is changed, in the "Remarks" portion of the amendment. Also, as per 37 CFR 1.530(e), each change made in the claim must be accompanied by an explanation of the support in the disclosure of the patent (i.e., the reexamination specification) for the change.

(E) Amendment Of Original Patent Claims More Than Once

The following example illustrates proper claim amendment of original patent claims in reexamination proceedings, where more than one amendment to a claim is made:

(1) Patent claim.

Claim 1. A cutting means having a handle portion and a blade portion.

(2) Proper first amendment format.

Claim 1. (amended), A [cutting means] knife having a bone handle portion and a notched blade portion.

(3) Proper second amendment format.

Claim 1. (twice amended), A [cutting means] knife having a handle portion and a serrated blade portion.

Note that the second amendment must include (1) the changes previously presented in the first amendment; i.e., [cutting means] knife, as well as (2) the new changes presented in the second amendment; i.e., serrated.

The word bone was presented in the first amendment and is now to be deleted in the second amendment. Thus, "bone" is NOT to be shown in brackets in the second amendment. Rather, the word "bone" is

simply omitted from the claim, since "bone" never appeared in the patent.

The word notched which was presented in the first amendment is replaced by the word serrated in the second amendment. The word notched is being deleted in the second amendment and did not appear in the patent; accordingly, "notched" is not shown in any form in the claim. The word serrated is being added in the second amendment, and accordingly, "serrated" is added to the claim and is underlined.

It should be understood that in the second amendment, the deletions of "notched" and "bone" are not changes from the original patent claim text and therefore, are not shown in the second amendment. In both the first and the second amendments, the entire claim is presented only with the changes from the original patent text.

If the patent expires during an *ex parte* or *inter partes* reexamination proceeding and the patent claims have been amended in that *ex parte* reexamination proceeding, the Office will hold the amendments as being improper, and all subsequent reexamination will be on the basis of the unamended patent claims. This procedure is necessary since no amendments will be incorporated into the patent by certificate after the expiration of the patent.

## V. CROSS REFERENCES TO OTHER AREAS

(A) For clerical handling of amendments, see MPEP § 2270 for *ex parte* reexamination proceedings, and see MPEP § 2670 for *inter partes* reexamination proceedings.

(B) As to amendments in a merged proceeding, see MPEP § 2283 for an *ex parte* reexamination merged with another *ex parte* reexamination and MPEP § 2285 for an *ex parte* reexamination merged with a reissue application. If an *inter partes* reexamination proceeding is included in the merger, see MPEP § 2686.01 and § 2686.03.

(C) As to amendments in a pending reexamination proceeding where a reexamination certificate has issued for the patent based on a prior concluded reexamination, pursuant to MPEP § 2295, any amendment made in the pending reexamination proceeding must be presented as if the changes made to the patent text via the reexamination certificate (for the prior concluded reexamination) are a part of the original patent.

All italicized text of the certificate is considered as if the text was present without italics in the original patent. Further, any text of the reexamination certificate found in brackets is considered as if it were never present in the patent at all. Thus, for making an amendment in the pending reexamination, all italicized text of the reexamination certificate is presented in the amendment without italics. Further, any text found in brackets in the reexamination certificate is omitted in the amendment.

(D) As to amendments in a pending reexamination proceeding where a reissue patent has been granted, pursuant to MPEP § 2285, subsection II.A., an amendment in a reexamination of a reissued patent is made the same way as in a reexamination of a reexamined patent (i.e., as per MPEP § 2295). Thus, all italicized text of the reissue patent is presented in the amendment (made in the pending reexamination proceeding) without italics. Further, any text found in brackets in the reissue patent is omitted in the amendment (made in the pending reexamination proceeding).

(E) For handling a dependent claim in reexamination proceedings, see MPEP § 2260.01.

## 2250.01 Correction of Patent Drawings [R-3]

*37 CFR 1.530. Statement by patent owner in ex parte reexamination; amendment by patent owner in ex parte or inter partes reexamination; inventorship change in ex parte or inter partes reexamination.*

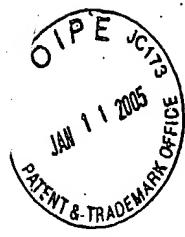
\*\*\*\*\*

(d) *Making amendments in a reexamination proceeding.* A proposed amendment in an *ex parte* or an *inter partes* reexamination proceeding is made by filing a paper directing that proposed specified changes be made to the patent specification, including the claims, or to the drawings. An amendment paper directing that proposed specified changes be made in a reexamination proceeding may be submitted as an accompaniment to a request filed by the patent owner in accordance with § 1.510(e), as part of a patent owner statement in accordance with paragraph (b) of this section, or, where permitted, during the prosecution of the reexamination proceeding pursuant to § 1.550(a) or § 1.937.

\*\*\*\*\*

(3) *Drawings.* Any change to the patent drawings must be submitted as a sketch on a separate paper showing the proposed changes in red for approval by the examiner. Upon approval of the changes by the examiner, only new sheets of drawings including the changes and in compliance with § 1.84 must be filed.

*RE-exam*



Docket Numbers 034521-003  
and 034521-015

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Reexamination Control

Number: 90/006,460  
Filed: November 25, 2002

Examiner: Woo, J.

Reexamination Control

Number: 90/007,085  
Filed: June 16, 2004

Art Unit: 3731

Patent in Reexamination: 6,066,160

For:

PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING

AMENDMENT A

IN MERGED REEXAMINATION

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CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450, on the date printed below:

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Date: 1/6/2005

Name: Annette Valdivia

Annette Valdivia

---

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This AMENDMENT A IN MERGED REEXAMINATION is submitted in response to a Decision Merging Reexamination Proceedings mailed December 9, 2004 (hereinafter, "the Decision"). In the Decision, the Director merged the two reexaminations identified above. The Director required the Patent Owner to submit a "housekeeping" amendment placing identical claims in both files. The purpose of this Amendment A is to satisfy the "housekeeping" requirement.

In Control Number 90/007,085 please amend the Claims as follows:

1. (amended) A suture securing apparatus comprising:

an apparatus body having an upper surface, a lower surface, a first internal surface, a second internal surface, an outer surface, and at least one aperture,

the aperture having length and a longitudinal axis extending from the upper surface to the lower surface, a latitudinal axis extending from the first internal surface to the second internal surface, and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, and a first latitudinal direction and a second latitudinal direction thereof each extends along latitudinal axis in opposite directions, the aperture including an integral locking means for engaging, and disengaging from, a suture threaded therethrough,

the locking means formed so as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and to oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the [aperture.] aperture.

wherein at least a portion of said locking means extends along the length of the aperture.

13. (amended) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) independently movable cam members, wherein the cam members include a movable cam member [disposed] captured in the middle portion of the aperture regardless of the orientation of the body and the presence of a suture in the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the

aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

19. (amended) The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

21. (amended) The suture securing apparatus according to claim 13, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the second aperture; and

wherein the first longitudinal direction along the first aperture and the second longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

32. (canceled)

33. (amended) A suture securing apparatus comprising:  
an apparatus body having a upper surface, a lower surface, an outer surface, and the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein, the first longitudinal direction of each aperture each being directed to the upper surface of the apparatus body,

wherein the first movable cam member and second movable cam member each moves independently to an unengaged position to facilitate the movement of a suture threaded

through the respective aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the respective aperture in the second longitudinal direction by compressing the suture between the engagement end of the respective movable cam member and the first surface of the middle portion of the respective aperture [thereof] to oppose the movement of the suture in a second longitudinal direction along the respective aperture; wherein said cam members are captured in the first and second apertures respectively, regardless of the orientation of the body and the presence of a suture in the aperture; and

wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

35.- 44. (canceled)

45. (New) An apparatus according to Claim 1 wherein a second latitudinal axis further defines the aperture surface and is disposed orthogonal to the latitudinal axis, and said aperture forms a closed surface in the plane defined by the latitudinal axis and the second latitudinal axis.

46. (New) An apparatus according to Claim 1 wherein said aperture is constructed and arranged so that the suture is prevented from moving a substantial distance in a direction substantially orthogonal to the latitudinal axis.

47. (New) An apparatus according to Claim 1 wherein said first internal surface and said second internal surface are constructed and arranged so that when the suture is disengaged from said locking means the suture is engaged by said first internal surface.

48. (New) An apparatus according to Claim 1 wherein said second internal surface comprises an angulated surface and when the suture is in the apparatus the suture cannot move in the latitudinal direction beyond the first internal surface and the angulated surface.

49.-52. (canceled)

53. (New) An apparatus according to Claim 13 wherein said cam member includes a rounded portion and said cavity includes a rounded portion, and the rounded portion of said cam member cooperates with the rounded portion of said cavity.

54. (New) An apparatus according to Claim 13 wherein said cavity includes a retaining wall.

55. (New) An apparatus according to Claim 54 wherein said retaining wall is constructed and arranged to restrain the movement of said cam member.

56. (New) An apparatus according to Claim 13 wherein said cavity is constructed and arranged to allow said cam to move in a first longitudinal direction to disengage the suture and a second longitudinal direction to engage said suture.

57. (New) An apparatus according to Claim 13 wherein said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

58. (New) An apparatus according to Claim 57 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

59. (New) An apparatus according to Claim 33 wherein said first aperture comprises a first cavity and said first movable cam member is captured in said first cavity, and wherein said second aperture comprises a second cavity and said second movable cam member is captured in said second cavity.

60. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions.

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein;  
and

(b) each movable cam member captured in the middle portion of an aperture, regardless of the orientation of the body and the presence of a suture in the aperture, each cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in a first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in a

second longitudinal direction by compressing the suture between the engagement end of  
the cam member and the first surface of the middle portion of said aperture to oppose the  
movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the first longitudinal  
direction along the second aperture are both directed to the upper surface of the apparatus  
body.

61. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the  
apparatus body including a first aperture with a first movable cam member therein and a  
second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower  
surface and defining an aperture surface, wherein a first longitudinal direction and a  
second longitudinal direction thereof each extends along the longitudinal axis in opposite  
directions,

each aperture consisting of an upper portion, a middle portion, and a lower portion, the  
upper portion bounded by the upper surface of the apparatus body and the middle portion,  
the middle portion bounded by the upper portion and the lower portion, and the lower  
portion bounded by the middle portion and the lower surface of the apparatus body,

wherein the middle portion has a first surface and second surface opposing each other and  
is wider than either of the upper portion and the lower portion and forms a cavity therein;  
and

(b) each movable cam member captured in the middle portion of an aperture, regardless  
of the orientation of the body and the presence of a suture in the aperture, each cam  
member having an engagement end and a rotation end, the rotation end being wider than  
the width of the upper portion of the aperture thereof and the width of the lower portion  
of the aperture thereof and disposed near the second surface, and the engagement end  
disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of  
a suture threaded through the aperture in a first longitudinal direction along the aperture  
and moves to an engaged position to engage the suture threaded through the aperture in a  
second longitudinal direction by compressing the suture between the engagement end of  
the cam member and the first surface of the middle portion of said aperture to oppose the  
movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the second  
longitudinal direction along the second aperture are both directed to the upper surface of  
the apparatus body.

REMARKS

This AMENDMENT A IN MERGED REEXAMINATION is submitted in response to a Decision Merging Reexamination Proceedings mailed December 9, 2004 (hereinafter, "the Decision"). In the Decision, the Director merged the two reexaminations identified above. The Director required the Patent Owner to submit a "housekeeping" amendment placing identical claims in both files. The purpose of this Amendment A is to satisfy the "housekeeping" requirement and to place identical claims in both files.

By this AMENDMENT A, in Reexamination Control Number 90/006,460 no amendments are made. By this AMENDMENT A, in Reexamination Control Number 90/007,085 a number of amendments are made to put the claims of Control Number 90/007,085 in the same condition as the claims of Control Number 90/006,460. After these amendments have been made, the claims in both reexaminations will be the same.

As required by 37 CFR 1.530(e) the Patent Owner hereby states in TABLE I below examples of where in the patent there is support for the amendatory material and new claims. Also, in TABLE I Patent Owner indicates the status of all claims as required by 37 CFR 1.530(e).

TABLE I

Claim	Status	Examples of Support in the Disclosure for Changes Made to the Claims
1	Pending	Figures 1 and 3
2	Pending	
3	Pending	

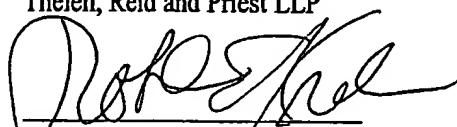
4	Pending	
5	Pending	
6	Pending	
7	Pending	
8	Pending	
9	Pending	
10	Pending	
11	Pending	
12	Pending	
13	Pending	Figures 5-8 and Column 11, lines 15-17
14	Pending	
15	Pending	
16	Pending	
17	Pending	
18	Pending	
19	Pending	Figures 5-8
20	Pending	
21	Pending	Figures 5-8
22	Pending	
23	Pending	
24	Pending	
25	Pending	
26	Pending	
27	Pending	
28	Pending	
29	Pending	
30	Pending	
31	Pending	
32	Canceled	
33	Pending	Figures 5-8 and Column 11, lines 15-17
34	Pending	
35	Canceled	
36	Canceled	
37	Canceled	
38	Canceled	
39	Canceled	
40	Canceled	
41	Canceled	
42	Canceled	
43	Canceled	
44	Canceled	
45	Pending	Figures 5-8
46	Pending	Figures 1-3
47	Pending	Figures 1-3

48	Pending	Figures 1-3
49	Canceled	
50	Canceled	
51	Canceled	
52	Canceled	
53	Pending	Figures 5-8 and Column 11, lines 5-22
54	Pending	Figures 5-8 and Column 11, lines 53-55
55	Pending	Figures 5-8 and Column 11, lines 53-55
56	Pending	Figures 5-8 and Column 11, lines 28-55
57	Pending	Figures 5-8 and Column 11, lines 53-55
58	Pending	Figures 5-8 and Column 11, lines 53-55
59	Pending	Figures 5-8 and Column 11, lines 5-22
60	Pending	Figures 5-8 and Column 11, lines 15-17
61	Pending	Figures 5-8 and Column 11, lines 15-17

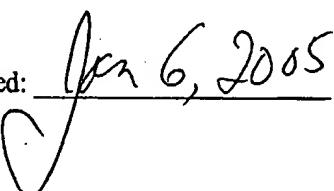
In view of the amendments and remarks herein the Patentees respectfully request  
the Examiner to issue a reexamination certificate.

Please charge any additional required fee or credit any overpayment not otherwise  
paid or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

  
Robert E. Krebs  
Reg. no. 25,885

Dated:

  
Jan 6, 2005

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Docket Numbers 034521-003  
and 034521-015

**Certificate of Service on Reexamination Requester**

I hereby certify that a true and correct copy of the following document:

**AMENDMENT A IN MERGED REEXAMINATION**

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Total Number of Pages in This Submission | Attorney Docket Number | 034521-003 and 034521-015

## ENCLOSURES (check all that apply)

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<input type="checkbox"/> Amendment / Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
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<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	Amendment A In Merged Reexamination; Postcard
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____	<input type="checkbox"/> Landscape Table on CD
<input type="checkbox"/> Certified Copy of Priority Document(s)	Remarks	
<input type="checkbox"/> Reply to Missing Parts/Incomplete Application		
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm	Thelen Reid & Priest LLP		
Signature			
Printed Name	Robert E. Krebs		
Date	1/6/2005	Reg. No.	25,885

## CERTIFICATE OF TRANSMISSION/MAILING

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This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Docket Numbers 034521-003  
And 034521-015



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Reexamination Control

Number: 90/006,460  
Filed: November 25, 2002 Examiner: Woo, J.

Reexamination Control

Number: 90/007,085  
Filed: June 16, 2004 Art Unit: 3731

Patent in Reexamination: 6,066,160

For: PASSIVE KNOTLESS  
SUTURE TERMINATOR  
FOR USE IN  
MINIMALLY INVASIVE  
SURGERY AND TO  
FACILITATE  
STANDARD TISSUE  
SECURING

AMENDMENT B -

IN MERGED REEXAMINATION

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I hereby certify that this paper is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450, on the date printed below:

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Annette Valdivia

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This AMENDMENT B IN MERGED REEXAMINATION is submitted in  
response to an Office Action mailed April 18, 2005.

In Control Number 90/006,460 please amend the Claims as follows:

1. (twice amended): A suture securing apparatus comprising:

an apparatus body having an upper surface, a lower surface, a first internal surface, a second internal surface, an outer surface, and at least one aperture,

the aperture having length and a longitudinal axis extending from the upper surface to the lower surface, a latitudinal axis extending from the first internal surface to the second internal surface, and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions, and a first latitudinal direction and a second latitudinal direction thereof each extends along latitudinal axis in opposite directions, the aperture including an integral locking means for engaging, and disengaging from, a suture threaded therethrough,

the locking means formed so as to facilitate the movement of a suture in the first longitudinal direction and the first latitudinal direction along the aperture and to oppose the movement of the suture in the second longitudinal direction along the aperture until pressure is applied to the suture in the second latitudinal direction, thereby disengaging the locking means and permitting the movement of the suture in the second longitudinal direction along the [aperture.] aperture,

wherein at least a portion of said locking means extends along the entire length of the aperture.

13. (twice amended): A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions,

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) independently movable cam members, wherein the cam members include a movable cam member [disposed in] with the middle portion of the aperture capturing the cam member regardless of the orientation of the body and the presence of a suture in the aperture, the cam member having an engagement end and a rotation end, the rotation end

being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture.

14. (amended): The suture securing apparatus according to claim 13, wherein the first surface of the middle portion of said aperture comprises at least one ridge, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

15. (amended): The suture securing apparatus according to claim 13, wherein the first surface of the middle portion of said aperture comprises a plurality of ridges, each ridge so formed as to facilitate the movement of a suture in the first longitudinal direction along the aperture and oppose the movement of the suture in the second longitudinal direction along the aperture.

16. (amended): The suture securing apparatus according to claim 14 [13], wherein each ridge is formed from an elastic material.

17. (amended): The suture securing apparatus according to claim 14 [13], wherein each ridge is formed from a rigid material.

26. (amended): The securable medical device according to claim 25 [23], wherein the medical prosthesis device is a sewing ring implant shaped and sized for attachment to the inner surface of a native annulus, the sewing ring implant having a plurality of suture securing apparatuses distributed around the circumference of the sewing ring implant.

32. (canceled)

35.- 44. (canceled)

45. (New) An apparatus according to Claim 1 wherein a second latitudinal axis further defines the aperture surface and is disposed orthogonal to the latitudinal axis, and said aperture forms a closed surface in the plane defined by the latitudinal axis and the second latitudinal axis.

46. (New) An apparatus according to Claim 1 wherein said aperture is constructed and arranged so that the suture is prevented from moving a substantial distance in a direction substantially orthogonal to the latitudinal axis.

47. (New) An apparatus according to Claim 1 wherein said first internal surface and said second internal surface are constructed and arranged so that when the suture is disengaged from said locking means the suture is engaged by said first internal surface.

48. (New) An apparatus according to Claim 1 wherein said second internal surface comprises an angulated surface and when the suture is in the apparatus the suture cannot move in the latitudinal direction beyond the first internal surface and the angulated surface.

49.-52. (canceled)

53. (New) An apparatus according to Claim 13 wherein said cam member includes a rounded portion and said cavity includes a rounded portion, and the rounded portion of said cam member cooperates with the rounded portion of said cavity.

54. (New) An apparatus according to Claim 13 wherein said cavity includes a retaining wall.

55. (New) An apparatus according to Claim 54 wherein said retaining wall is constructed and arranged to restrain the movement of said cam member.

56. (New) An apparatus according to Claim 13 wherein said cavity is constructed and arranged to allow said cam to move in a first longitudinal direction to disengage the suture and a second longitudinal direction to engage said suture.

57. (New) An apparatus according to Claim 13 wherein said apparatus comprises a retaining wall to substantially restrict said cam member from moving in the second longitudinal direction.

58. (New) An apparatus according to Claim 57 wherein said retaining wall is constructed and arranged so that said cam member is restricted from disengaging the suture by moving in the second longitudinal direction.

59. (New) An apparatus according to Claim 33 wherein said first aperture comprises a first cavity and said first movable cam member is captured in said first cavity, and wherein said second aperture comprises a second cavity and said second movable cam member is captured in said second cavity.

60. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions.

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein; and

(b) each movable cam member captured in the middle portion of an aperture, regardless of the orientation of the body and the presence of a suture in the aperture, each cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in a first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the aperture in a

second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

61. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, and an outer surface, the apparatus body including a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein,

each aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions.

each aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body,

wherein the middle portion has a first surface and second surface opposing each other and  
is wider than either of the upper portion and the lower portion and forms a cavity therein;  
and

(b) each movable cam member captured in the middle portion of an aperture, regardless  
of the orientation of the body and the presence of a suture in the aperture, each cam  
member having an engagement end and a rotation end, the rotation end being wider than  
the width of the upper portion of the aperture thereof and the width of the lower portion  
of the aperture thereof and disposed near the second surface, and the engagement end  
disposed near the first surface;

wherein each cam member moves to an unengaged position to facilitate the movement of  
a suture threaded through the aperture in a first longitudinal direction along the aperture  
and moves to an engaged position to engage the suture threaded through the aperture in a  
second longitudinal direction by compressing the suture between the engagement end of  
the cam member and the first surface of the middle portion of said aperture to oppose the  
movement of the suture in the second longitudinal direction along the aperture; and,

wherein the first longitudinal direction along the first aperture and the second  
longitudinal direction along the second aperture are both directed to the upper surface of  
the apparatus body.

62. (New) A suture securing apparatus comprising:

(a) an apparatus body having a upper surface, a lower surface, an outer surface, and at least one aperture, the aperture having a longitudinal axis extending from the upper surface to the lower surface and defining an aperture surface, wherein a first longitudinal direction and a second longitudinal direction thereof each extends along the longitudinal axis in opposite directions;

the aperture consisting of an upper portion, a middle portion, and a lower portion, the upper portion bounded by the upper surface of the apparatus body and the middle portion, the middle portion bounded by the upper portion and the lower portion, and the lower portion bounded by the middle portion and the lower surface of the apparatus body, wherein the middle portion has a first surface and second surface opposing each other and is wider than either of the upper portion and the lower portion and forms a cavity therein;

(b) a movable cam member disposed in the middle portion of the aperture, the cam member having an engagement end and a rotation end, the rotation end being wider than the width of the upper portion of the aperture thereof and the width of the lower portion of the aperture thereof and disposed near the second surface, and the engagement end disposed near the first surface;

wherein the cam member moves to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture

and moves to an engaged position to engage the suture threaded through the aperture in the second longitudinal direction by compressing the suture between the engagement end of the cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in the second longitudinal direction along the aperture;

(c) wherein the apparatus body includes a first aperture with a first movable cam member therein and a second aperture with a second movable cam member therein;

(d) wherein the first movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the first aperture in the first longitudinal direction along the aperture and moves to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle aperture thereof to oppose the movement of the suture in a second longitudinal direction along the first aperture;

(e) wherein the second movable cam member moves to an unengaged position to facilitate the movement of a suture threaded through the second aperture in the first longitudinal direction along the second aperture and moves to an engaged position to engage the suture threaded through the second aperture in the second longitudinal direction by compressing the suture between the engagement end of the first movable cam member and the first surface of the middle portion of said aperture to oppose the movement of the suture in a second longitudinal direction along the second aperture; and,

(f) wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body.

63. (New) The suture securing apparatus according to claim 62, wherein the first and second apertures and first and second cam members are mirror images of each other, as defined by a mirror plane equidistant from them.

REMARKS

Status of Litigation

In Paragraph 1 of the Office Action the Examiner reminded the patent owner of "the continuing responsibility under 37 CFR 1.565(a), to apprise the Office of any litigation activity, or other prior or concurrent proceeding, involving Patent No. 6,066,160 throughout the course of this reexamination proceeding." As the Patentee has previously indicated, the patent which is the subject of this reexamination, 6,066,160, was the basis of an infringement suit, Quickie, LLC vs. Medtronic, Inc., filed in the United States District Court for the Southern District of New York, Civil Action No. 02 CV 1157 (GEL). The litigation has been dismissed without prejudice.

Claim Rejections - 35 USC § 112

In paragraph 3 of the Office Action the Examiner rejected Claims 14-17 and 26 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Examiner stated, "With respect to claim's 14 and 15, 'the middle aperture' lacks antecedent basis." In response to this rejection the Patentees have amended Claims 14 and 15 to read "middle portion of said aperture."

The Examiner stated, "With respect to claims 16 and 17, 'each ridge' lacks antecedent basis." In response to this rejection the Patentees have amended Claims 16 and 17 to depend from Claim 14 rather than Claim 13.

The Examiner stated, "With respect to claim 26, 'The securable medical device' and 'the medical prosthesis device' lack antecedent bases." In response to this rejection the Patentees have amended Claim 26 to depend from Claim 25 rather than Claim 23.

Patentees' amendments are believed to overcome the rejections.

Claim Rejections - 35 USC § 102

Claims 1-12, 34, and 45-48 are not anticipated

In paragraph 5 of the Office Action the Examiner rejected Claims 1-12, 34, and 45-48 under 35 U.S.C. 102(b) as being anticipated by Emery (3,988,810). The Examiner stated:

Emery discloses, in the figures, a suture securing apparatus comprising an apparatus body having an upper surface (e.g., at 26), a lower surface (23); a round, first internal surface (at 25); an angulated, second internal surface (at 24) at an acute angular narrowing (with respect to the axis running along the suture shown in figure 3 or 7), an outer surface (27 or 28), first and second apertures that are mirror images of each other (see fig. 7), and an integral locking means comprising at least one ridge (30 or 41), where each aperture has longitudinal and latitudinal axes (located along and/or between the first and second internal surfaces) facilitating longitudinal and latitudinal directions for a suture (T), where each aperture has a length, where at least a portion of the locking means extends along the length of an aperture (rather than the entire length of an aperture), where each ridge is formed of a rigid, biocompatible NYLON material (see col. 1, lines 19-23, for its use in wearing apparel, and col. 3, lines 9-11) and has a rounded surface farthest from the aperture surface (see figures 3 and 4), where each ridge is formed at an angle greater than about 30 deg. or at an angle of about 45 deg. (see col. 2, lines 9-15). (Underlining added, and italics in original)

The Patentees will focus on the underlined portion of the Examiner's statement.

The Examiner is stating the Emery discloses Patentees' claimed device, "where at least a portion of the locking means extends along the length of an aperture (rather than the

*entire length of an aperture).*" The Examiner has emphasized the word "entire" thereby apparently indicating that Emery's locking means does not extend the entire length of his aperture. Patentees have amended Claim 1 to recite "wherein at least a portion of said locking means extends along the entire length of the aperture." Therefore Patentees believe that their Claim 1 is clearly distinguished over the Emery reference.

Claims 2-12, 34, and 45-48 are all dependent from Claim 1 and therefore Claims 2-12, 34, and 45-48 are not anticipated for at least the same reasons as Claim 1 is not anticipated.

Claims 13, 18-21, 53-59, and 61 are not anticipated

In paragraph 6 of the Office Action the Examiner rejected Claims 13, 18-21, 53-59, and 61 under 35 U.S.C. 102(b) as being anticipated by Richardson (1,243,105). The Examiner stated:

Richardson discloses, in the figures 2-4 and 6, a suture securing apparatus with an apparatus body having an upper surface (left side of the body as viewed in fig. 6), a lower surface (right side of the body as viewed in fig. 6), an outer surface (e.g., at 18), first and second apertures (a) each with a longitudinal axis and upper, middle and lower portions as claimed; and independently movable, serrated cam members (10a) captured in the middle portion of the aperture regardless of the orientation of the body and the presence of a suture in the aperture; where each cam member has an engagement end and a rotation end (at 12) or rounded portion, the rotation end being wider than the widths of the upper and lower portions of the aperture; where a cavity of an aperture has a rounded portion (13) cooperating with the rounded portion of the cam member and includes a retaining wall (to the left or right of 13 as viewed in fig. 2); where each cam member moves to an unengaged position (with a suture) in a first longitudinal direction and an engaged position in a second longitudinal direction; and where the first and second apertures and the first and second cam members are mirror images of each other.

The Patentees respectfully disagree with the Examiner's rejections and will discuss their position below separately with regard to Claim 13, Claims 18-21, Claims 53-58, Claim 59 and Claim 61.

Claim 13 is not anticipated by Richardson

Claim 13 as amended is not anticipated by Richardson as the Examiner asserts. The Patentees have amended Claim 13 to recite a cam member, "with the middle portion of the aperture capturing the cam member regardless of the orientation of the body and the presence of a suture in the aperture. . ." In contrast to this claim language it should be understood that Richardson's dogs 10<sup>a</sup> are secured to his device by pins 11<sup>a</sup> as can be plainly seen in Figures 2 and 6. Furthermore, Richardson states, "Said dog is pivotally mounted on a pin 11 . ." (Page 1, lines 103-4). On the other hand, in Patentee's device Patentees' cam members 92 are captured by Patentees' aperture as can be seen in Figures 5-7. This capturing feature is explained e.g. at Column 11, lines 5-22. Patentees' cam members are not affixed by pins.

Claims 18-21 and 53-58 are not anticipated by Richardson

Patentees' claims 18-21 and 53-58 are not anticipated by Richardson because they are all dependent, either directly or indirectly, from Claim 13, and as explained above, Claim 13 as amended is not anticipated by Richardson.

Claim 59 is not anticipated by Richardson

Claim 59 does not depend from Claim 13. However, Claim 59 depends from Claim 33, and Claim 33 recites that the first and second apertures and the first and second cam members are mirror images of each other. Regarding this feature of the claim, the

Examiner argued that in Richardson, "the first and second apertures and the first and second cam members are mirror images of each other." However, the Patentees respectfully disagree. In fact Richardson's dogs 11<sup>a</sup> are not mirror images of each other at all, and Attachment A is a sketch illustrating this. As a first example, using Richardson's Figure 6, if one were to imagine a mirror plane M located equidistant between cam members 92, as in Figure B, then the resulting mirroring would be a device as shown in Figure C, which of course is not Richardson's device. Similarly, as a second example, if one were to imagine a mirror plane M located equidistant between cam members 92 and rotated 45 degrees, as in Figure D, then the resulting mirroring would be a device as shown in Figure E, which of course is not Richardson's device. Thus, it is clear that if one attempts to define an appropriate mirror plane in Richardson's Figure 6, one recognizes that no such mirror plane exists.

Claim 61 is not anticipated by Richardson

Claim 61 as amended is not anticipated by Richardson as the Examiner asserts. The Patentees have amended Claim 61 to recite that the cam members are captured by the middle portions of the apertures. Accordingly, just as discussed above with regard to Claim 13, Patentees' Claim 61 is not anticipated by Richardson.

Claim Rejections - 35 USC § 103

Claims 14-17, and 22 are not obvious

In paragraph 8 of the Office Action the Examiner rejected Claims 14-17, and 22 under 35 U.S.C. 103(a) as being unpatentable over Richardson (1,243,105) in view of

Plante (5,070,805). The Examiner stated, "Richardson discloses the invention substantially as claimed, where the invention can be 'used in various ways' as chosen by a user." However, the Patentees respectfully disagree. Claims 14-17 and 22 all depend from Claim 13, and as discussed above Claim 13 as amended is entirely different from Richardson. For example, Claim 13 recites that the cam member is captured by the middle portion of the aperture. Accordingly, even if Richardson were combined with Plante as the Examiner proposes, the resulting combination would not meet Patentees' claims. Therefore Claims 14-17 and 22 are not obvious.

Claims 24, 25, and 27 are not obvious

In paragraph 9 of the Office Action the Examiner rejected Claims 24, 25, and 27 under 35 U.S.C. 103(a) as being unpatentable over Emery (3,988,810) in view of Samuels et al. (3,976,079). The Examiner stated,

Emery discloses the invention substantially as claimed, but does not disclose a medical prosthesis device in physical contact or engagement or integrally formed with the suture securing apparatus. Samuels et al. teach, in figures 3 and 9, a suture securing apparatus (34) for temporary, physical contact or engagement or integral formation with a medical prosthesis device (40). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the apparatus of Emery with the medical prosthesis device of Samuels et al. The apparatus of Emery would conveniently allow quick suture securement to the prosthesis device (and quick release of the suture from prosthesis device) with the advantage of a one-piece design, where there are no additional parts to operate or lose as in the device of Samuels et al.

The Patentees respectfully disagree. The Examiner is incorrect in stating that, "Emery discloses the invention substantially as claimed . . ." Claims 24, 25 and 27 are dependent from Claim 2, which in turn is dependent from Claim 1. As explained above,

Claim 1 as amended is clearly different from Emery; for example, as stated in Claim 1 at least a portion of said locking means extends along the entire length of the aperture. Therefore even if one were to combine Emery with Samuels, the resulting combination would not meet the claimed limitations of Claims 24, 25 and 27.

Claims 28, 29, and 31 are not obvious

In paragraph 10 of the Office Action the Examiner rejected Claims 28, 29, and 31 under 35 U.S.C. 103(a) as being unpatentable over Richardson (1,243,105) in view of Samuels et al. (3,976,079). The Examiner stated,

Richardson discloses the invention substantially as claimed, where the invention can be "used in various ways" as chosen by a user. Moreover, Richardson discloses that "further or others uses and modifications of the device in detailed construction or otherwise will suggest themselves to the skilled mechanic, and the invention may be changed or modified in details or design." However, Richardson does not disclose that the apparatus contacts or engages a medical prosthesis device. Samuels et al. teach, in figures 3 and 9, a suture securing apparatus (34) for temporary, physical contact or engagement or integral formation with a medical prosthesis device (40). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the apparatus of Richardson with the medical prosthesis device of Samuels et al. The apparatus of Richardson would conveniently allow quick suture securement to the prosthesis device (and quick release of the suture from prosthesis device) with the advantage that the Richardson apparatus does not have additional small parts that can be lost during use as in the device of Samuels et al.

The Patentees respectfully disagree. The Examiner stated, "Richardson discloses the invention substantially as claimed . . ." However, this is incorrect. Patentees' Claims 28, 29, and 31 all depend indirectly from Claim 1, and Claim 1 as amended is clearly different from Richardson. For example, as stated in Claim 1 at least a portion of the locking means extends along the entire length of the aperture. In contrast, in

Richardson there is no locking means which extends the entire length of an aperture.

Therefore even if one were to combine Richardson with Samuels, the resulting combination would not meet the claimed limitations of Claims 28, 29, and 31.

Claims 33, 59, and 60 are not obvious

In paragraph 11 of the Office Action the Examiner rejected Claims 33, 59, and 60 under 35 U.S.C. 103(a) as being unpatentable over Creager (536,684). The Examiner stated,

Creager discloses the invention substantially as claimed, in the figures, a suture securing apparatus with an apparatus body (A), first and second apertures (F) each with a longitudinal axis and a cavity (J), and first and second movable cam members (B) captured in the apertures regardless of the presence of a sutures in the body; where the first and second apertures and the first and second cam members are mirror images of each other. Creager also discloses that the apparatus can be oriented on a wall or a ceiling. However, Creager does not specifically disclose that the cam members are captured in the apertures regardless of the orientation of the body and the presence of a suture in the aperture. Nevertheless, Creager discloses that the body of the device has three through-holes for joining the body to fasteners and a cover (e.g., a ceiling or wall) for the apertures and the captured cam members. Thus, it would have been obvious to one having ordinary skill in the art at the time the invention was made to join Creager's device to a cover that would allow the body to be oriented in any direction, besides a horizontal orientation (as on a ceiling) or vertical orientation (as on a wall). Such a cover, like a ceiling or wall, would allow the cam members to remain captured in the apertures of the body and allow the securement or gripping of wires or sutures at any desired location and orientation.

The Patentees respectfully disagree. Initially Patentees focus on the Examiner's statement, "Nevertheless, Creager discloses that the body of the device has three through-holes for joining the body to fasteners and a cover (e.g., a ceiling or wall) for the apertures and the captured cam members." This statement is incorrect in at least two

respects. First, Creager does not refer to a "cover", and second, Creager does not disclose "captured cam members."

The Examiner asserts that since Creager can be attached to a ceiling or a wall, it would have been obvious, "to join Creager's device to a cover that would allow the body to be oriented in any direction." This defies logic. First of all, Creager never teaches or suggests using a cover with his device. Moreover, what possible motivation would someone have to put a cover on the Creager device to keep the dogs from falling out if the wall or ceiling already performs that function? Furthermore, there is no teaching or suggestion in Creager that his device is intended to be used except against a wall or ceiling, so a cover would not be necessary. The purpose of Creager is to keep wires taut against a ceiling or wall. (Lines 48-59.) It is inconceivable how Creager would operate if used in some location other than against a ceiling or wall. Accordingly, Patentees' claims are not obvious in view of Creager as the Examiner asserts.

#### New Claims 62 and 63

New Claims 62 and 63 are similar to Claims 19 and 20. However, unlike Claims 19 and 20 new Claims 62 and 63 are not dependent from Claim 13. The Patentees will explain why their new Claims 62 and 63 are patentable over the art. Claim 62 is similar to Claim 19 including the limitations of Claim 13 prior to the present amendment of Claim 13. Clause f) of Claim 62 states, "wherein the first longitudinal direction along the first aperture and the first longitudinal direction along the second aperture are both directed to the upper surface of the apparatus body." The significance of this clause can best be understood in light of clauses d) and e) which provide that the first and second

movable cam members move to an unengaged position to facilitate the movement of a suture threaded through the aperture in the first longitudinal direction along the aperture, and they move to an engaged position to engage the suture threaded through the first aperture in the second longitudinal direction. This is illustrated in Attachment B wherein Figure 7 of the '160 patent is reproduced and labels are added to show the first and second longitudinal directions.

As further illustrated in Attachment B, Richardson's Figure 6 is reproduced and the "engaging" direction indicated. In Figure A Richardson's device is rotated relative to the orientation shown in the patent, and in Figure B the drawing has been rotated and flipped vertically so that it is oriented more comparably to Figure 7 of the '160 patent. It can be seen that although the "engaging" direction is the same for the rope on the right and the suture on the right in the '160 device, the "engaging" direction for the rope on the left is opposite the direction of the comparable suture in Figure 7.

Attachment C compares the device of the '160 patent with the Plante device (US patent 5,070,805), and in Figures C and D the "resisting motion" directions of the Plant device are shown. In Plant rope 43 resists motion or force applied in the direction of arrows 46 and 47. (Col. 4, lines 58-64). That is, arrows 46 and 47 represent the "resisting motion" directions. In Figure C Plante's device is oriented as shown in the patent, and in Figure D the drawing has been flipped vertically so that it is oriented more comparably to Figure 7 of the '160 patent. It can be seen that although the "resisting motion" direction is the same for the rope on the right as the 'engaging" direction for the suture on the right in the '160 device, the "resisting motion" direction for the rope on the left is opposite the "engaging" direction of the comparable suture in Figure 7.

MPEP §2250 and 37 CFR 1.530(e)

As required by MPEP §2250 the Patentees point out what has been changed in their new claims, which are Claims 35-63. As compared to the previous version of the new Claims the only change is that new Claims 62 and 63 have been added.

As required by 37 CFR 1.530(e) the Patent Owner hereby states in TABLE I below examples of where in the patent there is support for the amendatory material and new claims. Also, in TABLE I Patent Owner indicates the status of all claims as required by 37 CFR 1.530(e).

TABLE I

Claim	Status	Examples of Support in the Disclosure for Changes Made to the Claims
1	Pending	Figures 1-3
2	Pending	
3	Pending	
4	Pending	
5	Pending	
6	Pending	
7	Pending	
8	Pending	
9	Pending	
10	Pending	
11	Pending	
12	Pending	
13	Pending	Figures 5-8 and Column 11, lines 15-17
14	Pending	Figures 1-3
15	Pending	Figures 1-3
16	Pending	Column 9, line 7
17	Pending	Column 9, line 5
18	Pending	
19	Pending	Figures 5-8
20	Pending	
21	Pending	Figures 5-8
22	Pending	
23	Pending	

24	Pending	
25	Pending	
26	Pending	Column 9, line 65
27	Pending	
28	Pending	
29	Pending	
30	Pending	
31	Pending	
32	Canceled	
33	Pending	Figures 5-8 and Column 11, lines 15-17
34	Pending	
35	Canceled	
36	Canceled	
37	Canceled	
38	Canceled	
39	Canceled	
40	Canceled	
41	Canceled	
42	Canceled	
43	Canceled	
44	Canceled	
45	Pending	Figures 5-8
46	Pending	Figures 1-3
47	Pending	Figures 1-3
48	Pending	Figures 1-3
49	Canceled	
50	Canceled	
51	Canceled	
52	Canceled	
53	Pending	Figures 5-8 and Column 11, lines 5-22
54	Pending	Figures 5-8 and Column 11, lines 53-55
55	Pending	Figures 5-8 and Column 11, lines 53-55
56	Pending	Figures 5-8 and Column 11, lines 28-55
57	Pending	Figures 5-8 and Column 11, lines 53-55
58	Pending	Figures 5-8 and Column 11, lines 53-55
59	Pending	Figures 5-8 and Column 11, lines 5-22
60	Pending	Figures 5-8 and Column 11, lines 15-17
61	Pending	Figures 5-8 and Column 11, lines 15-17
62	Pending	Figures 5-8
63	Pending	Figures 5-8

In view of the amendments and remarks herein the Patentees respectfully request  
the Examiner to issue a reexamination certificate.

Please charge any additional required fee or credit any overpayment not otherwise paid or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

Dated:

June 17, 2005

  
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Reg. no. 25,885

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**DUPLICATE**

Docket Numbers 034521-003  
And 034521-015

Please charge any additional required fee or credit any overpayment not otherwise.



Said or credited to deposit account 50-1698.

Respectfully submitted,  
Thelen, Reid and Priest LLP

  
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Fax: 408.287.8040

**DUPLICATE**

JUN 20 2005



# ATTACHMENT A

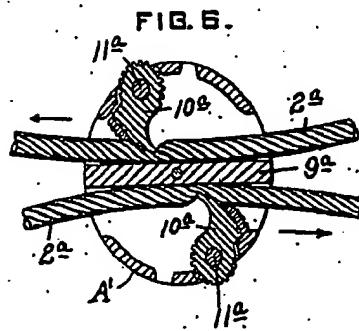


Fig. A

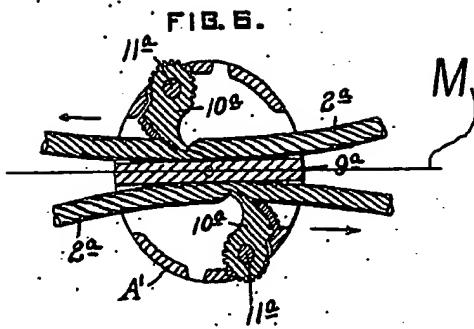


Fig. B

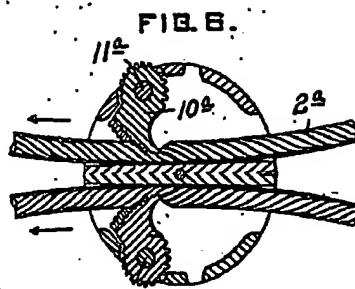


Fig. C

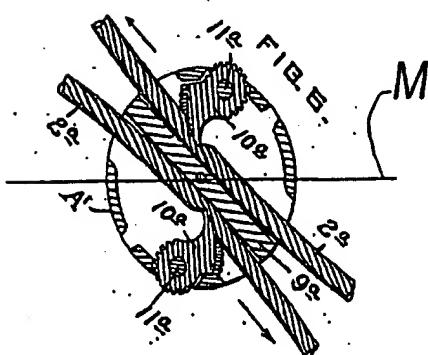


Fig. D

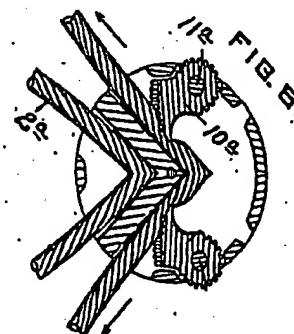


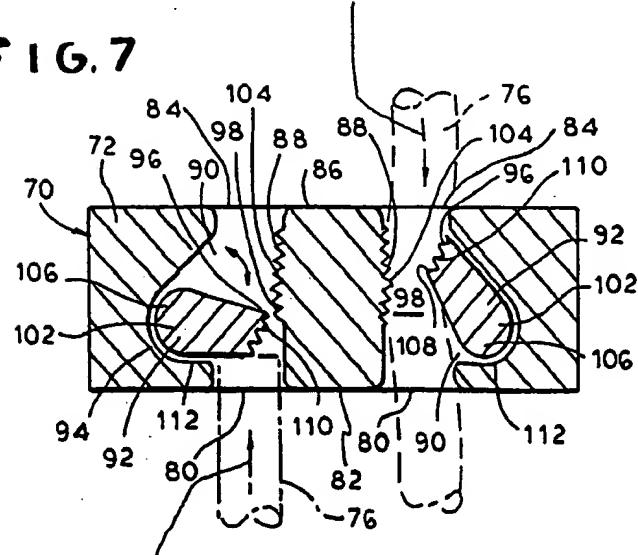
Fig. E



## **ATTACHMENT B**

### **Second longitudinal direction (engaging)**

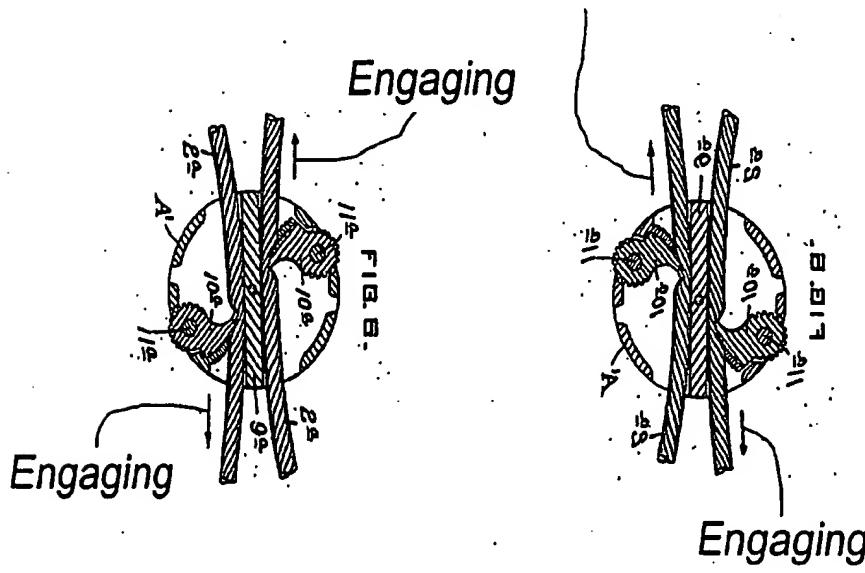
FIG. 7



## *First longitudinal direction (disengaging)*

## *Engaging*

## Engaging



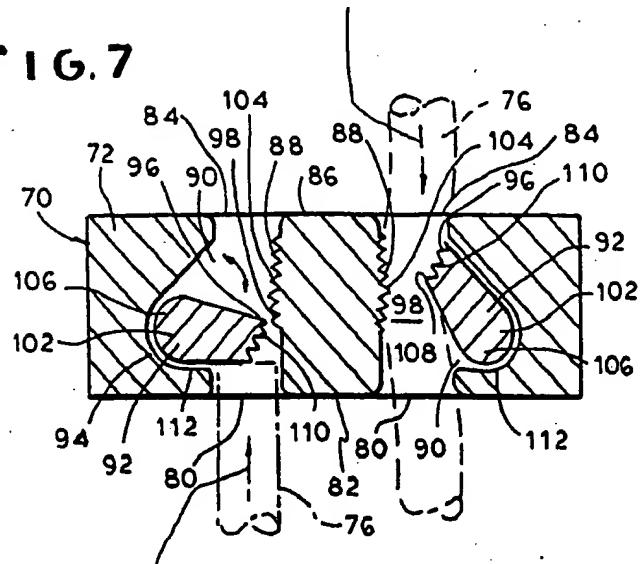
*Fig. A*

*Fig. B*

# ATTACHMENT C

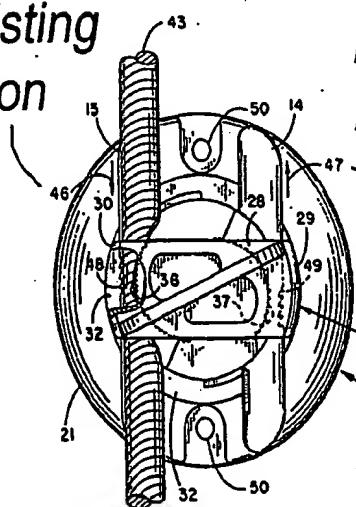
Second longitudinal  
direction (engaging)

FIG. 7



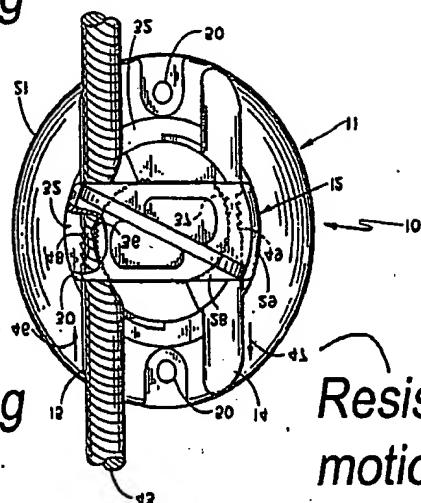
First longitudinal direction  
(disengaging)

Resisting  
Motion



Resisting  
Motion

Resisting  
Motion



Resisting  
motion

Fig. C

Fig. D

**Certificate of Service on Reexamination Requester**

I hereby certify that a true and correct copy of the following document:

**AMENDMENT B – IN MERGED REEXAMINATION**

is being deposited with the United States Postal Service as First Class Mail in envelopes

addressed to:

Sue Halverson  
Medtronic, Inc.  
7601 Northland Drive  
Brooklyn Park, MN 55428

Lawrence T. Cullen, Esq.  
McDermott, Will & Emery  
600 13<sup>th</sup> Street, N.W.  
Washington DC 20005-3096

on the date shown below:

Date: 6/17/05

Name: Annette Valdivia  
Annette Valdivia

JUN 20 2005  
PATENT & TRADEMARK OFFICE

# TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission	Attorney Docket Number	034521-003
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## ENCLOSURES (check all that apply)

<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment / Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	Amendment B In Merged Reexamination with Attachments: A, B and C; and Certificate of Service On Reexamination Requestor; Postcard
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application		
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		
Remarks		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm	Theelen Reid & Priest LLP		
Signature			
Printed Name	Robert E. Krebs		
Date	June 17, 2008	Reg. No.	25,885

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Signature	Annette Valdivia		
Typed or printed name	Annette Valdivia	Date	6/17/05

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**Interview Summary**

Application No.	Applicant(s)	
90/006,460 & 90/007085	6066160	
Examiner	Art Unit	
Julian W. Woo	3731	

All participants (applicant, applicant's representative, PTO personnel):

- (1) Julian W. Woo. (3) Stephen B. Colvin, M.D.  
(2) Robert Krebs. (4) \_\_\_\_\_.

Date of Interview: 21 & 22 June 2005.

Type: a) Telephonic b) Video Conference  
c) Personal [copy given to: 1) applicant 2) applicant's representative]

Exhibit shown or demonstration conducted: d) Yes e) No.

If Yes, brief description: Models of the device of U.S. Pat. No. 536,684 were shown.

Claim(s) discussed: 13,33, and 60-62.

Identification of prior art discussed: U.S. Patent Nos. 536,684 and 1,243,105.

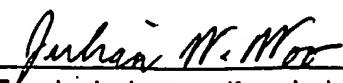
Agreement with respect to the claims f) was reached. g) was not reached. h) N/A.

Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: See Continuation Sheet.

(A fuller description, if necessary, and a copy of the amendments which the examiner agreed would render the claims allowable, if available, must be attached. Also, where no copy of the amendments that would render the claims allowable is available, a summary thereof must be attached.)

THE FORMAL WRITTEN REPLY TO THE LAST OFFICE ACTION MUST INCLUDE THE SUBSTANCE OF THE INTERVIEW. (See MPEP Section 713.04). If a reply to the last Office action has already been filed, APPLICANT IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE, OR THE MAILING DATE OF THIS INTERVIEW SUMMARY FORM, WHICHEVER IS LATER, TO FILE A STATEMENT OF THE SUBSTANCE OF THE INTERVIEW. See Summary of Record of Interview requirements on reverse side or on attached sheet.

Examiner Note: You must sign this form unless it is an Attachment to a signed Office action.

  
Examiner's signature, if required

## Summary of Record of Interview Requirements

### **Manual of Patent Examining Procedure (MPEP), Section 713.04, Substance of Interview Must be Made of Record**

A complete written statement as to the substance of any face-to-face, video conference, or telephone interview with regard to an application must be made of record in the application whether or not an agreement with the examiner was reached at the interview.

### **Title 37 Code of Federal Regulations (CFR) § 1.133 Interviews**

#### **Paragraph (b)**

In every instance where reconsideration is requested in view of an interview with an examiner, a complete written statement of the reasons presented at the interview as warranting favorable action must be filed by the applicant. An interview does not remove the necessity for reply to Office action as specified in §§ 1.111, 1.135. (35 U.S.C. 132)

#### **37 CFR §1.2 Business to be transacted in writing.**

All business with the Patent or Trademark Office should be transacted in writing. The personal attendance of applicants or their attorneys or agents at the Patent and Trademark Office is unnecessary. The action of the Patent and Trademark Office will be based exclusively on the written record in the Office. No attention will be paid to any alleged oral promise, stipulation, or understanding in relation to which there is disagreement or doubt.

The action of the Patent and Trademark Office cannot be based exclusively on the written record in the Office if that record is itself incomplete through the failure to record the substance of interviews.

It is the responsibility of the applicant or the attorney or agent to make the substance of an interview of record in the application file, unless the examiner indicates he or she will do so. It is the examiner's responsibility to see that such a record is made and to correct material inaccuracies which bear directly on the question of patentability.

Examiners must complete an Interview Summary Form for each interview held where a matter of substance has been discussed during the interview by checking the appropriate boxes and filling in the blanks. Discussions regarding only procedural matters, directed solely to restriction requirements for which interview recordation is otherwise provided for in Section 812.01 of the Manual of Patent Examining Procedure, or pointing out typographical errors or unreadable script in Office actions or the like, are excluded from the interview recordation procedures below. Where the substance of an interview is completely recorded in an Examiners Amendment, no separate Interview Summary Record is required.

The Interview Summary Form shall be given an appropriate Paper No., placed in the right hand portion of the file, and listed on the "Contents" section of the file wrapper. In a personal interview, a duplicate of the Form is given to the applicant (or attorney or agent) at the conclusion of the interview. In the case of a telephone or video-conference interview, the copy is mailed to the applicant's correspondence address either with or prior to the next official communication. If additional correspondence from the examiner is not likely before an allowance or if other circumstances dictate, the Form should be mailed promptly after the interview rather than with the next official communication.

The Form provides for recordation of the following information:

- Application Number (Series Code and Serial Number)
- Name of applicant
- Name of examiner
- Date of interview
- Type of interview (telephonic, video-conference, or personal)
- Name of participant(s) (applicant, attorney or agent, examiner, other PTO personnel, etc.)
- An indication whether or not an exhibit was shown or a demonstration conducted
- An identification of the specific prior art discussed
- An indication whether an agreement was reached and if so, a description of the general nature of the agreement (may be by attachment of a copy of amendments or claims agreed as being allowable). Note: Agreement as to allowability is tentative and does not restrict further action by the examiner to the contrary.
- The signature of the examiner who conducted the interview (if Form is not an attachment to a signed Office action)

It is desirable that the examiner orally remind the applicant of his or her obligation to record the substance of the interview of each case. It should be noted, however, that the Interview Summary Form will not normally be considered a complete and proper recordation of the interview unless it includes, or is supplemented by the applicant or the examiner to include, all of the applicable items required below concerning the substance of the interview.

A complete and proper recordation of the substance of any interview should include at least the following applicable items:

- 1) A brief description of the nature of any exhibit shown or any demonstration conducted,
- 2) an identification of the claims discussed,
- 3) an identification of the specific prior art discussed,
- 4) an identification of the principal proposed amendments of a substantive nature discussed, unless these are already described on the Interview Summary Form completed by the Examiner,
- 5) a brief identification of the general thrust of the principal arguments presented to the examiner,  
(The identification of arguments need not be lengthy or elaborate. A verbatim or highly detailed description of the arguments is not required. The identification of the arguments is sufficient if the general nature or thrust of the principal arguments made to the examiner can be understood in the context of the application file. Of course, the applicant may desire to emphasize and fully describe those arguments which he or she feels were or might be persuasive to the examiner.)
- 6) a general indication of any other pertinent matters discussed, and
- 7) if appropriate, the general results or outcome of the interview unless already described in the Interview Summary Form completed by the examiner.

Examiners are expected to carefully review the applicant's record of the substance of an interview. If the record is not complete and accurate, the examiner will give the applicant an extendable one month time period to correct the record.

#### **Examiner to Check for Accuracy**

If the claims are allowable for other reasons of record, the examiner should send a letter setting forth the examiner's version of the statement attributed to him or her. If the record is complete and accurate, the examiner should place the indication, "Interview Record OK" on the paper recording the substance of the interview along with the date and the examiner's initials.

Continuation of Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: Claim 13 will be amended to include a limitation regarding a cam member being captured by the middle portion of an aperture in an apparatus body regardless of the orientation of the body and the presence of a suture in the aperture. Claim 33 will be amended to include a limitation regarding movement of the cam member, which in an "unengaged position," a suture can move through an aperture in a first longitudinal direction; and in an "engaged position," movement of the suture is opposed only in a second longitudinal direction in the aperture. Claims 60-62 will each be amended to include a limitation regarding movement of first and second cam members in respective first and second apertures, where in each aperture, a suture can move in a first longitudinal direction when the cam member is in an "unengaged position," and movement of the suture is opposed in a second longitudinal direction when the cam member is in an "engaged position," and where the first longitudinal direction along the first aperture and first longitudinal direction along the second aperture are only directed to an upper surface of the apparatus body.

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